

MIDDLETON SELECT BOARD
MEETING AGENDA
FULLER MEADOW ELEMENTARY SCHOOL
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
TUESDAY, AUGUST 5, 2025 AMENDED
5:00 PM

This meeting is being recorded

- | | |
|---------|--|
| 5:00 pm | 1. Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares: Discussion of litigation relative to MBTA Communities Act (M.G.L. c. 40A, §3A) |
| 5:25 pm | 2. Business <ul style="list-style-type: none">• Warrant: 2528, 2601, 2602, 2603 FP66, FP67• Minutes: Open Session, July 8, 2025; Executive Session, July 8, 2025• Town Administrator Updates and Reports• Middleton Municipal Campus Update – Brian LaRoche - Change Order #8 |
| 5:45 pm | 3. Liquor License Violations Public Hearings <ul style="list-style-type: none">i. 232 South Main St. – Vinumn – Walk-in Cooler and Mounted Signii. 156 South Main St. – Richdale - Walk-in Cooler, Work without permit |
| 5:50 pm | 4. Vote by LLA regarding the Ambridge Hospitality, LLC (Doubletree North Shore) Application for Change of Interest Ownership ABCC Application |
| 5:55 pm | 5. Reappointment: ZBA Planning Board Alternate, Cheryl McCormick |
| 6:00 pm | 6. Public Comment (<i>to be held at 6pm for all Select Board meetings</i>) |
| 6:05 pm | 7. Central Street Data Review |
| 6:15 pm | 8. Acceptance of Fire Grant |
| 6:20 pm | 9. Right of First Refusal: 3 Cranberry Lane |
| 6:25 pm | 10. 35 Village Road Update |
| 6:30 pm | 11. Wellpath Bankruptcy Update |
| 6:35 pm | 12. Municipal Campus proposed names |
| 6:40pm | 13. Surplus Town Properties: Status Update |
| 6:45 pm | 14. Select Board Schedule lookahead |
| 6:55 pm | 15. Updates & Announcements |

Continued on next page

The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

7:00 pm 16. Executive Session pursuant to G.L. c. 30A, s. 21(a)(2) to discuss strategy with respect to non-union personnel: Compensation and Class discussion regarding all non-union personnel.

Upcoming Meetings

September 2 Regular Select Board Meeting

September 16 Regular Select Board Meeting



MEETING MINUTES
MIDDLETON SELECT BOARD MEETING
FULLER MEADOW SCHOOL, NATHAN MEDIA CENTER
143 SOUTH MAIN STREET, MIDDLETON, MA 01949
July 8, 2025 at 5pm

With a quorum present the Chair called the meeting to order at 5pm. *This meeting was recorded.*

Select Board present: Debbie Carbone, Clerk; Rick Kassiotis; Kosta Prentakis; Jeff Garber Not present: Brian Cresta.

Also attending: Justin Sultzbach, Town Administrator; Jackie Bresnahan, Assistant Town Administrator; others as noted.

The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

The agenda was taken out of order with consensus

* **Executive Session** - Discussion of litigation relative to MBTA Communities Act & follow up to June 12 determination to appeal decision re: Middleton v Commonwealth.

The Board returned to open session 5:48pm

1. Business

Warrant: 2526 / June 26, 2025: Payroll: \$ 1.5MM; Bills Payable \$ 1.4MM; FP64 \$ 3.6MM

Warrant: 2527 / June 30, 2025: Payroll: \$ 440,000; Bills Payable \$ 860,000; FP65 \$ 44,000

The Town Accountant/Finance Director Sarah Wood has reviewed the warrant and requested the Board's approval. Town Administrator Sultzbach provided a brief overview of the warrant as presented.

Vote: On a motion by Prentakis, seconded by Garber, the Board voted **unanimously to approve** Warrant 2526 & 2527 and FP64 & FP65.

Minutes: Open Session June 24, 2025

Vote: On a motion by Kassiotis, seconded by Carbone, the Board voted **unanimously to approve** the minutes as presented.

Town Administrator Updates & Reports- J. Sultzbach

- As a reminder, we continue to seek input on the proposed names of the new Public Safety & Town Hall buildings; this will be on the August 5th agenda - at which time a determination needs to be made.
- The Attorney General has made a decision on the ADU Bylaw approved at the December 12th Special Town Meeting. Some elements were struck down, along with several other communities. Any changes to correct these elements will be brought forward to an upcoming Town Meeting.
- The Comprehensive Zoning Review has kicked off with VHB. They will be holding meetings with various stakeholders throughout the community and are still aiming for an Annual Town Meeting 2026 deadline.
- FY25 has officially wrapped up, with FY26 having kicked off at the beginning of July. Thank you to our finance team as we closed the books and ran two payrolls to straddle the two fiscal years.
- Preliminary Tax Bills have hit the street, with Quarter 1 due on August 1st.
- The Library Board of Trustees has appointed ATA Bresnahan as the Acting Library Director while we continue our search for an interim. The Library Director Screening Committee will be meeting throughout the summer, with the goal of a full time permanent Library Director in place for the fall.
- Collective Bargaining is set to begin in September, with early preparation work to occur throughout the summer.

Middleton Municipal Campus Update – The municipal building project remains on time and underbudget; a detailed update will be provided at the August meeting.

2. Department Head Update: Inspectional Services- Building Commissioner, Scott Fitzpatrick was present and provided a general overview and update.

Permits are down for FY25 by about 186 permits from FY24, in part due to no major commercial projects and less home construction; this is a common trend in other local communities.

Savings of about \$33,500 were realized through various adjustments and the department finished FY25 under budget.

The Board noted previous years they received quarterly updates from departments including permitting/ inspections, which was helpful in understanding the town's financial status, and requested quarterly reports be provided.

3. Liquor License Violations:

a. 232 South Main St. – Vinumn: Walk-in Cooler and Mounted Sign (not permitted)

b. 152 South Main St. – Richdale: Walk-in Cooler, Work without permit

Building Commissioner, Scott Fitzpatrick participated in this agenda item. He summarized the violations and timeline for each business. Both businesses are working with the same non Massachusetts licensed engineer and contractor and neither business has obtained the proper permitting for the work to date, due to lack of proper documentation, and are currently out of code and in violation of their liquor licenses. The town (inspectional, zoning, fire department) has no information, no plans, no wiring details, etc.; it was unknown when the coolers were installed but they are being used. All violations and fines are issued to the property owners, (not the tenants) per the building code regulations and further occupancy permits may be withheld and the businesses shut down.

A stop work order was issued to the property owner of 232 S. Main Street. The occupancy permit for Vinumn may be revoked and the business shut down.

The Select Board agreed to proceed with a public hearing to revoke Vinumn's liquor license at their next (August) meeting. The additional workload on the Inspectional department was also noted.

The Board discussed the change of the sign without a permit which is oversized than allowed in accordance with a 1990 zoning board decision related to signage for this location. Again, the landlord is responsible for the violation and fines/liens may be imposed.

Vote: *On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously** to schedule a License Revocation Public Hearing for Vinumn, 232 S. Main Street, at the August Select Board meeting.*

S. Fitzpatrick spoke on similar violations at the Richdale, 152 S. Main Street of the installation of a walk in cooler without a permit by the same non-Massachusetts licensed contractors. Notice was also sent to the landlord.

Vote: *On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously** to schedule a License Revocation Public Hearing for Richdale, 152 S. Main Street, at the August Select Board meeting.*

The Building Commissioner is monitoring the new liquor store construction at Farmer Browns.

The agenda was take out of order with consensus.

4. FY25 Year-end transfers

J. Sultzbach reviewed the transfer requests dated July 7, 2025. Total amount: \$ 1,819.62

Vote: *On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously** to **approve** the FY25 year end transfers as presented.*

5. Select Board Town Employee Recruitment and Retention Strategies – *a. Potential Employee Handbook revisions: Use of Personal Days during probationary period; Paid Parental Leave Policy; Addition of family members to Bereavement Leave Policy.*

The Chair requested the Town Administrator and Assistant Town Administrator look at ways the Board may be able to incorporate employee recruitment and retention. In part, this may include updates to the Employee Hand Book, including but not limited, to paid parental leave policy as recently included in school union negotiations.

Other ideas will be considered.

J. Bresnahan reviewed recent updates made by the Board considered important to be competitive and spoke in support of offering time off (personal days) to new hires within the first 6 months; this will not have a big impact to the town but will be meaningful to employees. The second suggestion was to extend bereavement leave to five days for step families (parents, children, siblings), add one day bereavement for sister/brother-in-law, noting in-law parents are under immediate family, and thirdly, change parental leave to a specific paid time off with the option for additional time using personal leave for the birth or adoption of a child. Based on the importance of offering competitive benefits, J. Bresnahan recommended eight weeks of the 3 month parental leave FMLA policy be paid with the third month optional unpaid or sick time use. The two options for the last month of leave would be (1) traditional -an employee is out of the office /not in touch; (2) intermittent – work on a part time basis.

The Board discussed this recommendation including for non-union staff /union staff.

The Board concurred these changes not be a part of contract negotiations with unions and a side letter be prepared by the Town Administrator office.

Vote: On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously** to make changes to the *Employee Handbook (Use of Personal Days during probationary period; Paid Parental Leave Policy; Addition of family members to Bereavement Leave Policy)*, starting September 1, 2025.

6. Right of First Refusal: 52 Peaslee Circle - As a part of this development agreement, a specific number of units were required to be income indexed, with the Town having the right of first refusal upon resale, otherwise, the state will oversee the rental process.

Vote: On a motion by Carbone, seconded by Prentakis, the Board voted **unanimously** to decline the Town's right of first refusal on 52 Peaslee Circle.

7. Updated Use of Force Policy – Police Captain Armitage was present for this agenda item. The Police Department is updating the Use of Force Policy and working with the Police Union; approval by the Select Board is needed.

Captain Armitage reviewed the proposed changes in the policy to update references, combining of two forms, and cleaning up language.

Vote: On a motion by Garber, seconded by Carbone, the Board voted **unanimously** to approve the updated Use of Force Policy.

8. Annual Appointments (list of appointments attached to agenda as Appendix A)

The Chair reviewed the appointments and introduced the candidates present. Each candidate was asked to introduce themselves and talk about their interest in being appointed. The appointees were reminded to be sworn in by the Town Clerk.

- o *Affordable Housing Trust - At-Large - 1 seat/ 2 year term - Thomas Martinuk*

Vote: On a motion by Prentakis, seconded by Garber, the Board voted **unanimously** to appoint Thomas Martinuk to the Affordable Housing Trust for a two year term through June 30, 2027.

- o *Patriotic Observances - 1 seat/ 3 year term - Matthew Daly*

Vote: On a motion by Kassiotis, seconded by Carbone, the Board voted **unanimously** to appoint Matthew Daly to the Patriotic Observances for a three year term through June 30, 2028.

- o *Zoning Board of Appeals - Alternate - 1 seat/ 1 year term - Anthony Mirabito*

Vote: On a motion by Prentakis, seconded by Carbone, the Board voted **unanimously** to appoint Anthony Mirabito to Zoning Board of Appeals as an alternate for a one year term through June 30, 2026.

- o *Select Board member designee to Master Plan Committee (Moderator Appoints) – The Chair asked for a volunteer from the Board to recommend to the Moderator for appointment. The Master Plan is up for review. D. Carbone volunteered.*

Vote: On a motion by Kassiotis, seconded by Prentakis, the Board voted **unanimously** to designate D. Carbone to the Moderator as the Select Board designee for the Master Plan Committee.

9. Public Comment (to be held at 6pm for all Select Board meetings) – There was none.

10. Surplus Town Property Discussion: Memorial Hall & Locust St.

Chair Cresta gave a broad overview of the discussion on Memorial Hall (Town Hall) after town departments vacate the current building and move into the new municipal building, and the town owned property on Locust Street. He noted public input on the disposition / future use of the property was previously sought and the packet included studies and reports prepared on the properties specific to this discussion. Additional input will be accepted from the Board & the public to prepare a Request draft for consideration at a future meeting.

It was noted Memorial Hall has an existing cess pool and a new septic system would be needed. This 1.2 acre parcel currently has town parking for the recreation area; any subdivision would need to maintain this parking area and any easements. Also to be considered, the exit onto Route 114 does not align with the intersection and is not easily maneuvered.

K. Prentakis opined municipalities make terrible landlords and did not support the town continue to own the building if it is housing. He further cited retrofitting the building for housing was not practical compared to replicating, or using, just the façade and building new. B. Cresta suggested a meeting with the Affordable Housing Trust be held to discuss housing possibilities and if a Request for Information would bring forward a plausible plan. The Board agreed housing was the best use but septic, parking, and easements were matters to be considered before going forward. A discussion on costs associated with various options, including the added expense to the town to maintain a building. J. Sultzbach will arrange for preliminary site work to done. The Board strongly supported the façade be maintained.

The meeting was open for public comment.

- Rachel Nemeth, N. Main Street, offered her comments and ideas on the property. She referenced the presentation by Studio Luz and their report of residents surveyed. One common comment, was community space/programing was missing in Middleton. She questioned if the new building would meet the need for community meeting space and suggested the town maintain Memorial Hall for this purpose. The Board was confident in the community space in the new Municipal Building Complex to meet current and future meeting/community needs. Another survey showed housing and retail were the top least desired uses for this property. She encouraged round table discussions with the public for a creative use of this property.

Th Chair responded with the following observations: Studio Luz's survey took place simultaneously when the 200 Unit 40B development was being discussed for across the street and residents did not believe more affordable housing was needed. He went on to say with the median home price in Middleton is at \$900,000 and the town is in jeopardy of being a "one generation town". Memorial Hall being used for affordable housing would make a small impact.

Ultimately the Board will make a recommendation to town meeting to determine the future use of Memorial Hall.

D. Carbone added the Town does not have the manpower or tools to be a landlord and expose the town to unnecessary liability. She noted the Board/town has to consider the renovation cost to the taxpayers as well as cost to maintain the building in the future and highlighted the town as a municipality must always be in compliance which adds cost. The sale of the building would put the property on the tax roll as revenue.

- Debbie Krim, Dearborn way, questioned the makeup of the Locust Street property. The Locust Street consists of two parcels – a deeded conservation parcel, which would remain as is, and an abutting parcel being considered for disposal.
- Anthony Mirabito, Nichols Lane, clarified new construction is averaging \$ 300 a square foot. He noted his property taxes are a lot less than neighboring towns and thanked the Board for their work
- Anne Cote strongly supported the façade as an important part of Memorial Hall to preserve.

The Chair reiterated there would be other opportunities for discussion regarding Memorial Hall.

The Chair reviewed the most advantageous step for the Board would be to issue an RFI for Memorial Hall and Locust Street seeking visions for the properties from organizations, non- profits and developers. He noted the Board is considering development to look different for the Locust Street property with more smaller lots /homes, more greenspace/open space.

The Town Administrator will initially draft an RFI for a vision of Memorial Hall, Locust Street, or both.

The Board will continue discussion on building disposition.

11. Summer Road Work Update & Traffic Impacts: Forest St., Liberty St., Essex St., Debush Ave. – *information will be updated on the town's website.*

J. Sultzbach reported various phasing of road closures (only open for local residents and emergency personnel) from 7:00 a.m. to 4:00 p.m. will be seen over the summer on Forest St., Liberty St., Essex St., Debush Ave for repaving, weather permitting:

- Forest Street - July 14 & July 15
- Essex Street to Bush & Liberty Street July 16th

12. Updates & Announcements

13. Executive Session - *Discussion of litigation relative to MBTA Communities Act & follow up to June 12 determination to appeal decision re: Middleton v Commonwealth.*

*5:02pm - On a motion by Prentakis seconded by Carbone the Board voted unanimously by roll call to enter into Executive Session

pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares: Discussion of litigation relative to MBTA Communities Act (M.G.L. c. 40A, §3A) and follow up to June 12 determination to appeal decision re: Middleton v Commonwealth and to return to open session.

14. Executive Session - *Discussion of Police Union Collective Bargaining Agreement.*

7:45 pm - On a motion by Prentakis, seconded by Carbone, the Board voted 4-0-1 by roll call with R. Kassiotis recusing himself, to enter into Executive Session pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to collective bargaining negotiations: Discussion of Police Union Collective Bargaining Agreement and not to return to open session and to adjourn directly from Executive Session and not return to open session.

Upcoming Select Board Meetings: August 5; September 2 & 16

Documents *either distributed to the Select Board before the meeting, in a packet, or at the meeting:*

- Warrant 2526 & 2527 / Facility Project 64 & 65
- Minutes
- Emails– S. Fitzpatrick re 232 S. Main St – 5/16/25
- Finance Committee: Reserve Fund Transfer Request 6/30/25
- Email – J. Bresnahan Potential updates to Employee Handbook 7/1/25
- EOHLC- Sale of Local Initiative Program Home & Form
- Middleton Police Department Policy : Use of Force – updated
- Town of Middleton : Surplus Properties Public Forum Series – Memorial Hall

Adjournment: *The Board voted unanimously to adjourn at 7:55 pm.*

Respectfully submitted by

Catherine E. Tinsley 7.15.25

Catherine Tinsley, Recording Secretary

Debbie Carbone, Select Board Clerk

Respectfully submitted as approved by the Select Board at the _____ meeting.

CONSTRUCTION CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES – CHANGE ORDER 08 AMENDMENT

WHEREAS, the Town of Middleton ("Owner") represented by Owner's Project Manager, PCA360, entered into a contract ("Contract") with W.T. Rich Company, Inc. ("the CM at Risk") (collectively the "Parties") for construction manager services in association with the Middleton Municipal Complex Project ("the Project") on June 1, 2023, which was amended on April 23, 2024, on May 23, 2024, on July 29, 2024, on September 26, 2024, on January 16, 2025, on February 13, 2025, on March 26, 2025, on May 20, 2025, on June 24, 2025, and on July 16, 2025.

WHEREAS, pursuant to Section 6.4 of the Contract, the Owner is requesting the amendments as summarized herein in accordance with the provisions of that section;

WHEREAS, when contracting for the work, the Town intended to secure a builder's risk policy directly through its insurance provider; however, in order to reduce the cost of said policy, the Town is electing to procure the policy through the Construction Manager, the cost of which is included herein;

WHEREAS, the detailed proposal and justification is summarized in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, effective as of July 16, 2025, the Parties wish to amend the Contract as summarized in this Change Order 08.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. To increase the Contract by **fourteen thousand eight hundred and twenty-nine and zero cents, \$14,829.00** as further described and justified in Construction Change Order – 008 dated July 16, 2025, attached hereto and incorporated herein.

Fee for Basic Services	Original Contract	Previous Amendments	Amount of this Amendment	After this Amendment
Pre-construction services	\$124,910.00	\$0.00	\$0.00	\$124,910.00
Interim GMP Contract Amendment	\$0.00	\$39,088,652.00	\$0.00	\$39,088,652.00
GMP Contract Amendment	\$0.00	\$18,911,235.00	\$0.00	\$18,911,235.00
Change Order 01 - Amendment	\$0.00	\$342,878.00	\$0.00	\$342,878.00
Change Order 02 - Amendment	\$0.00	(\$501,655.00)	\$0.00	(\$501,655.00)
Change Order 03 - Amendment	\$0.00	\$367,788.00	\$0.00	\$367,788.00
Change Order 04 - Amendment	\$0.00	\$240,130.00	\$0.00	\$240,130.00

Change Order 05 - Amendment	\$0.00	\$52,177.00	\$0.00	\$52,177.00
Change Order 06 - Amendment	\$0.00	\$85,606.00	\$0.00	\$85,606.00
Change Order 07 - Amendment	\$0.00	\$263,188.00	\$0.00	\$263,188.00
Change Order 08 - Amendment	\$0.00	\$0.00	\$14,829.00	\$14,829.00
Total Contract	\$0.00	\$58,586,811.00	\$263,188.00	\$58,989,738.00

2. The Project Schedule shall be from Start to Substantial Completion: Unchanged by this amendment, May 8, 2024 to January 30, 2026 (21.5 Months)
3. The Construction Budget shall be as follows:

Original Budget:	\$58,124,797.00 (including pre-construction fee)
Post-Amendment Budget:	\$58,989,738.00
4. This Amendment and incorporated attachments contains all additional terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding this amendment shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect. This amendment is for the Construction Change Order 08, as outlined in Exhibit A, for a total cost of:

Fourteen thousand eight hundred twenty-nine and zero cents \$14,829.00

IN WITNESS WHEREOF, the Parties have caused this amendment to be executed by their respective authorized officers.

CONSTRUCTION MANAGER

Owner:	W.T. Rich Company, Inc.
Name (Signature):	Stephen Taylor 
Title:	Project Executive
Date:	7/16/2025

TOWN OF MIDDLETON

By executing this Agreement, the undersigned authorized signatory of Owner, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the TOWN OF MIDDLETON.

Owner:	TOWN OF MIDDLETON
Name (Signature):	Richard Kassiotis

Title:	Selectboard Chair
Date:	

Town of Middleton – Finance Director – Sufficient funds available for this contract	
Name (Signature):	Sarah Wood
Title:	Finance Director
Date:	

Town of Middleton – Town Counsel (legal) - Approved as to Form & Character	
Name (Signature):	Elizabeth Lydon
Title:	Town Counsel - Mead, Talerman & Costa, LLC
Date:	



W.T. RICH COMPANY

CHANGE ORDER

CHANGE ORDER DATE: July 16, 2025

CHANGE ORDER NUMBER: 008

CONTRACT INFORMATION: Construction Management

PROJECT:

Middleton Municipal Complex
105 S. Main Street
Middleton, MA 01949

OWNER:

Town of Middleton
48 S. Main Street
Middleton, MA 01949

ARCHITECT:

Context Architecture
65 Franklin Street
Boston, MA 02110

CONTRACTOR:

WT. Rich Company, Inc
1075 Worcester Street, Suite 310
Natick, MA 01760

THE CONTRACT IS CHANGED AS FOLLOWS:

PCO 033B CE #040 - 8033 ASI-012 R2 Louver Changes \$10,461 (Contingency) Change Order Value \$0.00
PCO 035 CE #049 - 7117 Ledge at Watermain/Roadway \$4,790 (Allowance 7117) Change Order Value \$0.00
PCO 069 CE #036 - TH - Roof Removal for AHUs \$34,054 (Contingency) Change Order Value \$0.00
PCO 071A CE #092 - 7112 Sitework Winter Conditions \$100,000 (Allowance 7112) Change Order Value \$0.00
PCO 083 CE #146 - PCO 083R1 - PR-027 OHD 174 Control Switch \$2,912 (Allowance 7106) Change Order Value \$0.00
PCO 094 CE #166 - PR-036 Training Wall Tie Offs \$14,498 (Owner Change Order) Change Order Value \$14,829
PCO 106 CE #223 - RFI #189: TH FP Main Routing Lvl1 \$16,321(Contingency) Change Order Value \$0.00

The Original Contract Sum* was:	\$58,124,797.00
The net change by previously authorized Change Orders:	\$850,112.00
The Contract Sum prior to Change Order was:	\$58,974,909.00
The Contract Sum will be increased/decreased by this Change Order in the amount of:	\$14,829.00
The new Contract Sum including this Change Order will be:	\$58,989,738.00
The Contract Time will be increased by:	Zero (0) days
The new date of Substantial Completion will be:	1/30/2026

*Includes all previously executed contract amendments

NOTE: This Change Order does not include adjustments to the Contract Sum or Guarantee Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Context Architecture
ARCHITECT

W.T. Rich Company, Inc.
CONTRACTOR

Town of Middleton
OWNER

C. Christopher Logan

Signature

ST

Signature

Signature

C. Christopher Logan

Printed Name & Title

Stephen Taylor, Project Executive

Printed Name & Title

Richard Kassiotis, Select Board Chair

Printed Name & Title

16 July 2025

Date

7/16/2025

Date

Date



Justin Sultzbach

From: Scott Fitzpatrick
Sent: Friday, August 1, 2025 10:29 AM
To: Justin Sultzbach
Subject: Liquor License Violation

232 South Main St. Vinum Wine:

Sign:

- Illegal Sign has been removed with proper permits. A penalty fee was assessed for the work without a permit

Walk-in Cooler:

- Required construction documents were finally provided 7/28/25
- Building permit was issued 7/31/25. A penalty fee was assessed for the work without a permit
- Electrical Permit was issued 7/31/25. A penalty fee was assessed for the work without a permit
- Mechanical Permit is still pending, the contractor provided a Massachusetts Refrigeration License that expire 8/6/24
-

Once all permits have been issued the contractors will be required to perform any remedial work required and schedule inspections of the work performed.

152 South Main St.:

- Incomplete construction documents
- No current Building Permit application, last contractor withdrew
- Mechanical Permit, applicant provided no construction documents and a Massachusetts Refrigeration License that expire 8/6/24
- Electrical Permit, applicant provided no construction documents

Thank you,

Scott M. Fitzpatrick

Building Commissioner
Town of Middleton
195 North Main Street
Middleton, MA 01949
978-777-2850

Alcohol and Entertainment: Keys to Local Control via Licensing

**Massachusetts Municipal Association
Annual Meeting and Trade Show
January 24, 2020**

Presented by Brian W. Riley Esq. and Lauren F. Goldberg, Esq.

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THE LEADER IN PUBLIC SECTOR LAW

ATTORNEYS AT LAW

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Introduction

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- Alcoholic Beverages Licensing:
 - General Laws Chapter 138
 - 204 CMR 2.00 – 20.00
 - Alcoholic Beverages Control Commission (ABCC)
 - Annual On-and Off-Premises Licenses
 - Special (“One Day”) Licenses
 - ABCC Issued Licenses
- Entertainment Licensing
 - General Laws Chapter 140, §181A and §183
 - MA case law
- Other Applicable Laws
 - General Laws c.30A, §§18-25 (Open Meeting Law)
 - General Laws c.4, §7, clause 26 and G.L. c.66, §10 (Public Records Law)
 - General Laws c.268A (Conflict of Interest Law)

Alcohol Licensing

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General Laws Chapter 138:

- Sec. 12 = on premises (restaurant or pouring licenses)
- Sec. 15 = off premises (“package store”)
- Sec. 14 = special [“one day”]
- Sec. 15A = hearing requirement for new licenses
- Sec. 23 = disciplinary hearings
- Sec. 67 = ABCC appeals
- Sec. 77 = cancellation of “pocket license”

Alcohol Licensing - Standards

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- Local Licensing Authority (LLA) has discretion. Obligated to act on application within 30 days. This is statutory requirement, but in practice often not followed and apparently not often appealed to the ABCC.
- Statute refers to “public want” or “need.” Appeals Ct. in Ballarin: “traffic, noise, size, the sort of operation that carries the license, and the reputation of the applicant,” as well as “the number of existing dispensaries in a locality” and “the views of the inhabitants of the locality” may all be considered.



Alcohol – LLA Decisions

- ABCC: local licensing authority must state basis for decision (denial or disciplinary action), but afforded broad discretion – “public need,” appropriateness of location, violation of statutes or license conditions.
- Conditions: Board may impose conditions as to operation – for example, last call ½ hour before closing. May restrict hours beyond statutory minimum hours:
 - On premises = 11:00 a.m. - 11:00 p.m. Mon.-Sat; Sunday mornings depends on local acceptance statute, c.138, §33B
 - LLA may permit hours to extend to 2:00 a.m.
 - Off premises = 8:00a.m. - 11:00 p.m.

ABCC Appeals

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- APPEALS – If application is denied or discipline ordered, decisions must be sent in writing, stating basis; Licensee has 5 business days to file appeal with ABCC.
- *Bring a member of LLA; years ago, BOS chastised for no representative & one day suspension was overturned. Current ABCC still seems interested to hear LLA reasoning. *
- Administrative hearing – no hearsay rule, so LLA member can testify as police incidents reports relied on, audience comments, etc. “De novo” hearing” – live testimony and exhibits required.
- ABCC = three Commissioners, but two may sit on hearing.



Significant Court Decisions

1. Ballarin v. Licensing Board of Boston, 49 Mass. App. Ct. 506 (2000)

- “Seminal” case for disapproving applicants, routinely cited by ABCC. City denied multiple times, trial court ultimately ordered license to issue [a relatively rare occurrence]. Court details valid considerations for LLA: public need/want, appropriateness of location, number of nearby establishments, views of inhabitants, traffic, noise, size, the “sort of operation” and the reputation of the applicant.



Significant Court Decisions (cont'd)

2. Casa Loma v. ABCC, 377 Mass. 231 (1979)

- Notable for saying that for hours outside of pouring license statutory minimum [11:00 a.m. - 11:00 p.m.], = strictly local discretion and cannot be appealed to court (or ABCC); court/ABCC will only consider whether LLA provided fair hearing. May be effective for a problematic licensee if revocation may not be affirmed by ABCC [serving intoxicated patrons, for example; tough to prove].



Significant Court Decisions (cont'd)

3. BOS of Saugus v. ABCC, 32 Mass. App. Ct. 914 (1992)

- Not a very significant case, concerned facts behind cancellation order of BOS, overturned by ABCC. However, ABCC found licensee that closed not given “reasonable time” to seek a transfer, ABCC remanded and said give additional 6 months; App. Ct. says this was an appropriate decision. Ever since, ABCC requires **minimum of 6 months written notice** before holding a hearing to cancel per c.138, §77; anything less is subject to reversal.

*****This is the “pocket license” case; ABCC says do not allow to linger, but requires 6 month rule. *****



Significant ABCC Decisions

A. J.C. Fenwick's Pub [Leominster], 8/13/14

- LLA issued 7 day suspension for 3rd violation in one year [but first under new Manager].
- Violation = non-employees on premises after closing hour. ABCC affirmed suspension –
 - (i) consistent with LLA's written penalty schedule;
 - (ii) after hours = statutory restriction; and
 - (iii) new management should have been on alert.



Significant ABCC Decisions (cont'd)

B. Evviva Cucina [Westford], 1/23/15

- BOS received notice of ABCC compliance check failure and hearing (ABCC issued warning); BOS did not like “ignoring” violation and had its own hearing, relying only on ABCC investigator’s report and imposed three day suspension.
- ABCC intrigued/confused about how to handle this, but ultimately reversed BOS order – res judicata and/or collateral estoppel.
- ABCC notes that it holds de novo hearing on LLA appeals; here, de novo hearing was on incident for which ABCC had already ruled.



Significant ABCC Decisions (cont'd)

C. PJC of Mass/Rite Aid [Braintree], 7/21/15

- Pharmacy seeks off-premises license, LLA denies. Board cites traffic and “appropriateness,” but mainly 4 licensees in area already [2 within 500 feet, 2 others within 2 mile radius]. Rite Aid argued it would be “different,” one-stop shopping for customers, etc. – ABCC affirms denial, LLA decision was reasonable.



Significant ABCC Decisions (cont'd)

D. East Gate Liquors [N. Reading], 7/22/15

- Failed compliance check, 3-day suspension despite first offense [none in prior 5 years]. ABCC affirmed, because BOS was consistent in its penalties.
- Somewhat surprising decision! – ABCC treats compliance checks as educational rather than punitive. But gives LLAs “reasonable deference” and affirms “relatively small suspension” and 3 days held to meet this.

One Day Licenses

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- Special Licenses: G.L. c.138, §14: “One day licenses”, but may authorize same licensee and location for up to 30 days per year.
- Available to any “responsible manager” of an event for beer/wine; only nonprofit organization can get all alcohol license.
- No regulations on these licenses – denial of special license may not be appealed to ABCC.

Selling an Alcohol License

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- Some LLAs do not like concept of a current license being purchased from a prospective transferee. ABCC position = this is not governed by Chapter 138, private agreement between two individuals/business entities.
- LLAs (and ABCC) always have reasonable discretion over whether to approve transferee, regardless of terms of agreement with current licensee.

ABCC Advisories

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- Many useful advisories at <https://www.mass.gov/lists/abcc-advisories>
- Examples:
 - Package store limit increase [G.L. c.138, §15]. For decades, limit of 3 statewide for any person or combination of persons (corporations).
 - In 2012, raised to 5, on 1/1/16 will be 7, as of 1/1/20 limit raised to 9.
 - Really an ABCC enforcement issue, does not increase quota.

ABCC Advisories

KP | LAW



- Caterers' license: state issued, must be certified by ABCC and have a food service permit in home municipality. No need for G.L. c.138, §14 license if caterer selling alcohol; required to give PD 48 hours notice but no other local enforcement. Must be “private event not open to public” – if not, need a G.L. c.128, §14 license.

*****Can use caterer license only in municipalities that are authorized to issue G.L. c.138, §12 licenses; however, cannot be used at location holding a G.L. c.138, §12 license.*****

“BYOB”

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- Patrons allowed to bring their own alcohol on premises.
- ABCC position = this issue is outside of Chapter 138, up to local licensing authority/municipal ordinance, bylaw or regulation.
- Some municipalities have a BYOB “permit” requirement. Another option = handle as condition of common victualler license (typically restaurants that want to allow it).
- If no local regulation, **BYOB is allowed.**

Enforcement

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- No requirement for written guidelines, but may assist Board in demonstrating consistency.
Sample:
- The Licensing Board may, pursuant to its authority under G.L. c.138, §23, impose disciplinary penalties for a licensee's violation of any General Law, state or local regulation, license conditions or Board guidelines relative to conducting the licensed business. The Board hereby establishes the following guidelines for uniform liquor violation penalties:

First Offense:	Warning to one-day suspension
Second Offense:	Warning to five-day suspension
Third Offense:	One or more day suspension to revocation
- **Notwithstanding the foregoing, the uniform liquor violation penalties shall be deemed to be guidelines, and shall not limit the Licensing Board's discretion to apply stricter or more lenient penalties as the Board may deem appropriate.**
- Second, third or subsequent offenses shall constitute such if occurring or determined within two (2) years of a first offense.

ENTERTAINMENT LICENSING

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- **Chapter 140, §181** [concert or special event charging admission] or **§183A** [entities holding common victualler and/or alcohol license]. Statutory presumption in favor of granting license – First Amendment considerations. Section 183A licenses include adult entertainment.
- Burden is on LLA to justify denial; must be substantial evidence on the record of the hearing to support a denial.

ENTERTAINMENT LICENSING

KP | LAW



Konstantopoulos v. Whately, 384 Mass. 123 (1981).

- “We recognize that the purpose of s 183A is the preservation of public order at public entertainments... However, in addition to whatever property rights a licensee has in his entertainment license, the statute implicates as well the licensee's rights under the First Amendment to the United States Constitution, and art. 16 of our Declaration of Rights, as amended by art. 77 of the Amendments to the Massachusetts Constitution... Accordingly, we construe “hearing” in G.L. c. 140, s 183A, as requiring, at a minimum, the procedure set forth by the judge providing for a revocation hearing, preceded by adequate notice setting forth the charge which forms the basis for the revocation.”

ENTERTAINMENT LICENSING

KP | LAW



- Denial *must* be based on public health or safety concerns: *unreasonable* increased traffic, disruptive conduct or noise may justify denial – but presumption is that conditions on license can alleviate these problems.
- Section 183A – can deny if event *cannot* be conducted so as to protect public from disruptive conduct, criminal activity or health/safety/fire hazards. But again, presumption that license conditions can avoid such consequences.
- Board may impose conditions on these licenses related to traffic, conduct and/or noise – police details, closing hour, noise limitations, etc., and may suspend/revoke license for such violations if not based on content of “speech.”

ENTERTAINMENT LICENSING

KP | LAW



The Black Rose v. Boston, 433 Mass. 501 (2001)

- Boston Licensing Board suspended entertainment license of bar/restaurant (one day) when employee assaulted two patrons. Bar challenged suspension, claiming that suspension required to be related to the entertainment.
- SJC disagrees: purpose of §183A is to preserve public order and safety. If that is threatened by licensee's activities, license can be suspended or revoked for “*any violation of law*.”

ENTERTAINMENT LICENSING

KP | LAW



Sunday Entertainment

- Sunday entertainment governed by G.L. c.136, §4, a holdover of the Commonwealth's "Blue Laws." It requires not only approval of a separate Sunday license by the Board of Selectmen/Mayor/LLA and separate fee [up to \$20 per event], but also the approval of the Commonwealth's Department of Public Safety and payment of a fee to the Department [\$5 per event]. DPS link below for "Sunday License" section, includes license form and some "FAQs" on the subject:
- <http://www.mass.gov/ocabr/government/oca-agencies/dpl-lp/opsi/regulated-activities-special-licensing-.html>



Open Meeting, Public Records, and Conflict of Interest Law Considerations

- These three so-called “sunshine laws” apply to the licensing process, including meetings, records made or received by the municipality in the process, and the financial and other interests of those acting on the license.
- In general, care should be taken that any such licensing matter be an “arms length”, transparent, interaction.
- Be reminded that in accord with the Open Meeting Law, G.L. c.30A, §§18-25, all meetings of a public body must be open to the public, held in an accessible location, and no less than 48 weekday hours notice must be provided; no e-mailing or talking amongst a quorum outside of such a meeting

Practical Tips: Limit use of e-mail; speak clearly at meeting; avoid discussing matter outside of meeting, even if less than a quorum



Open Meeting, Public Records, and Conflict of Interest Law Considerations

- Under OML, no additional notice requirements
- Under licensing laws, however, the grant of a new license or transfer of location requires a public hearing, no less than 10 days after published notice, and written notice to abutters (as well as any school, hospital or church within 500 feet). All proceedings (hearing and deliberating decision) must occur in open session – meaning that the discussion by the local licensing authority must be at an audible level
- OML does not mandate that members of the public participate in any meeting of a public body. However, where a public hearing is required, abutters are presumed to have an opportunity to be heard. Chair continues to control ability for any party to address the LLA at meeting.

Open Meeting, Public Records, and Conflict of Interest Law Considerations

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- Under the Public Records Law, any records made or received by the municipality in “exchange” for a license will be public records; however, certain exemptions may be applicable, depending on the reason for and form of the submission:
 - Applicant’s financial records may be subject to **Exemption (g)** to the extent that they are not a requirement of the submission and are submitted voluntarily [“trade secrets or commercial or financial information voluntarily provided to an agency for use in developing governmental policy and upon a promise of confidentiality; but this subclause shall not apply to information submitted as required by law or as a condition of receiving a governmental contract or other benefit”]
 - Be reminded that only CORI certified officials, typically the Chief of Police, may view CORI records. If a Chief recommends against granting the license, the LLA either has to accept recommendation without any details, or could offer executive session, Executive Session Purpose 7, to comply with another law [CORI], to the applicant for limited purpose of discussing Chief’s recommendation
 - If application materials are requested and are not exempt, be reminded that private information may be redacted, such as social security numbers, bank account information, or unlisted telephone numbers designated as such.

Practical Tip: Avoid creating unnecessary records relative to licensing matters; only certain information can be shared concerning applicants in open session, so do not ask for specific information about criminal history information; review all local forms to determine whether information being sought is necessary

Open Meeting, Public Records, and Conflict of Interest Law Considerations

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- Municipal employees, regardless of whether they are elected or appointed or receive compensation, and including LLA members, are subject to the Conflict of Interest Law.
- The Conflict of Interest Law provides that no municipal official may take action in their official capacity on a matter affecting their financial interest, those of their immediate family, or of their business partner or employer (see G.L. c.268A, §19).
- Thus, if a member of the LLA is an elected official with such a financial interest, the member cannot participate in such matter in any way and will need to leave the table during the discussion and vote on the license.
- If a member of the LLA is an appointed official, they, too are prohibited from acting in their official capacity on any such matter; however, an appointed official can request from their appointing authority, prior to taking action on the matter, a G.L. c.268A, §19(b)(1) exemption.
- In the licensing context, particularly if the municipality does not have an excess of available license, the State Ethics Commission is likely to assume that anyone in the municipality with a license, or seeking a license, has a financial conflict of interest. To participate, therefore, the LLA member with a license would need to demonstrate that the grant or rejection of the license application would have no financial impact on their own licensed activity.

Practical Tip: Before calling the State Ethics Commission with questions, you can review guidance materials at the website:

<https://www.mass.gov/educational-materials-learn-more-about-the-conflict-of-interest-law>



Open Meeting, Public Records, and Conflict of Interest Law Considerations

- The Conflict of Interest Law also prohibits a municipal employee from representing the interests of others before the municipality generally, or, if a special municipal employee, before their own board. G.L. c.268A, §17.
- Thus, no LLA member may appear on behalf of any other person or corporation with respect to licensing matters; an LLA member would not be prohibited, however, from representing themselves before the LLA (although this may raise other conflict of interest questions)
- To the extent that an LLA member does not have a financial interest in such a matter, but it would “appear” that they might vote for or against the license application for reason of kinship, bias, or otherwise, rather than in the best interests of the municipality, the individual should consider filing a G.L. c.268A, §23(b)(3) disclosure, which action renders it “unreasonable” to conclude that they acted otherwise than in the best interests of the municipality. If elected, the disclosure should be filed with the municipal clerk; if appointed, the disclosure should be filed with the appointing authority.
- When a member of the LLA, or a person with whom they do business or have any kind of preexisting relationship, appears before the LLA on behalf of themselves, or must recuse themselves from the LLA because of a conflict, the other members of the LLA should consider filing disclosures under the provisions of G.L. c.268A, §23(b)(3) indicating that they will act in the best interests of the municipality, and without regard to the fact that the individual is a member of the LLA or has a relationship with a member of the LLA. Such a filing renders unreasonable the conclusion that they would act or fail to act for some reason other than in the best interests of the municipality.

Resources

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ABCC:

<https://www.mass.gov/orgs/alcoholic-beverages-control-commission>

OML:

KP Law: www.k-plaw.com/resources/eupdates

Attorney General's website: <https://www.mass.gov/the-open-meeting-law>

PRL:

KP Law: www.k-plaw.com/resources/publicrecordsresources

Secretary of the Commonwealth Public Records Law:

<http://www.sec.state.ma.us/pre/preidx.htm>

COI--State Ethics Commission:

<https://www.mass.gov/orgs/state-ethics-commission>

Questions?

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Boston, MA 02110
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www.k-plaw.com



THE LEADER IN PUBLIC SECTOR LAW

ATTORNEYS AT LAW

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Part I	ADMINISTRATION OF THE GOVERNMENT
Title XX	PUBLIC SAFETY AND GOOD ORDER
Chapter 138	ALCOHOLIC LIQUORS
Section 23	NATURE OF LICENSES AND PERMITS; STATUS AS PROPERTY RIGHTS; REFUSAL TO ISSUE OR REISSUE, REVOCATION, ETC.; REFUND OF FEE; TRANSFERS; DEATH, RECEIVERSHIP OR BANKRUPTCY OF LICENSEE; EXPIRATION; PLEDGING FOR LOANS

Section 23. The terms licenses and permits, wherever employed as substantives in this chapter, are used in their technical sense of a license or permit, transferable only as provided in this chapter, and revocable by the granting authority, the commonwealth, acting through the same officers or agents and under the same delegated authority for any violation of this chapter or any regulation adopted by the commission or local licensing authority consistent with the terms of this chapter after opportunity for a hearing. The provisions for the issue of licenses and permits hereunder imply no intention to create rights generally for persons to engage or continue in the transaction of the business authorized by the licenses or permits respectively, but are enacted with a view only to serve the public need and in such a manner as to protect the common good and, to that end, to provide, in the opinion of the licensing

authorities, an adequate number of places at which the public may obtain, in the manner and for the kind of use indicated, the different sorts of beverages for the sale of which provision is made.

No holder of such a license or permit hereunder shall have any property right in any document or paper evidencing the granting of such license or permit and issued by the licensing authorities, and said authorities, upon the expiration, suspension, revocation, cancellation or forfeiture of such a license or permit shall be entitled upon demand to the immediate possession thereof. The superior court shall have jurisdiction in equity, on petition of the licensing authorities, to enforce this provision.

No license issued under section twelve, fourteen or fifteen, and no certificate of fitness issued under section thirty shall authorize the sale of any alcoholic beverages other than those purchased from a licensee under section eighteen, nineteen or 19F or nineteen C or from a holder of a special permit to sell issued under section twenty-two A; provided, that the holder of a license under section twelve or fifteen may sell alcoholic beverages acquired as the result of the purchase of a warehouse receipt for such beverages if the said receipt was purchased from the holder of a license under section eighteen, nineteen, 19F or nineteen C or from a broker registered under chapter one hundred and ten A who is authorized thereunder to deal in warehouse receipts for alcoholic beverages; and provided, further, that nothing contained in this section shall be construed to authorize a licensee under section twelve or fifteen to import alcoholic beverages into the commonwealth except through the holder of a license issued under section eighteen or 19F.

Whenever, in the opinion of the local licensing authorities, any applicant for a license under section twelve, fourteen, fifteen or thirty A fails to establish to their satisfaction his compliance with the requirements of this chapter, or any other reasonable requirements which they may from time to time make with respect to licenses under said sections, respectively, or to the conduct of business by any licensee thereunder, said authorities may refuse to issue or reissue to such applicant any such license; and whenever in their opinion any holder of such a license fails to maintain compliance with this chapter or it appears that alcoholic beverages are being or have been sold, served or drunk therein in violation of any provision of this chapter, they may, after hearing or opportunity therefor, modify, suspend, revoke or cancel such license, or may levy a fine in accordance with regulations which shall be promulgated by the alcoholic beverages control commission; provided, however, that no local licensing authority shall require the holder of a license issued under the provisions of section fifteen, for the sale of wines and malt beverages only, to cover such beverages on Sundays or legal holidays. The local licensing authorities shall transfer the amount of any fines to the treasurer and receiver general within thirty days of receipt for deposit into the local aid fund. Each local licensing authority shall submit a quarterly report to the alcoholic beverage control commission identifying the name and address of each person or entity from whom a fine was collected, the amount of the fine, the violation for which the fine was assessed, and the date on which the fine was transferred by the local licensing authority to the treasurer. Whenever the local licensing authorities deny an application for a new license, refuse to issue a license or modify, suspend, revoke or cancel a license, deny an application for transfer of location or between persons or change of a description of the licensed premises, or levy a

fine, the licensing authorities shall mail a notice of such action to the applicant or licensee, stating the reasons for such action and shall at the same time mail a copy of such notice to the commission.

Whenever, in the opinion of the commission, any holder of a license or permit originally issued by it fails to maintain compliance with the requirements of this chapter, or any other reasonable requirements which it may from time to time make with respect to any such license or permit or to the conduct of business by any such licensee or permittee, it may, after hearing or opportunity therefor, modify, suspend, revoke or cancel such license or permit. In investigating any violation by a licensee, the commission shall endeavor to avoid duplicating similar investigations by local licensing authorities. The commission shall mail a notice to any licensee or permittee of any action by it modifying, suspending, revoking or cancelling such license or permit under the provisions of this paragraph stating the reasons for such action and shall at the same time mail a copy of such notice to the local licensing authority which issued such license or permit.

In case of modification, suspension, revocation or cancellation of a license issued by the licensing authorities or of a permit issued by the commission, no abatement or refund of any part of the fee paid therefor shall be made.

The licensing authorities empowered to issue any license or permit may order refunded the whole or any part of the fee for such a license or permit in case of an error in the kind of a license or permit issued, or may order the fee paid for such a license or permit refunded to the applicant if he has withdrawn his application prior to the issuance of the license or permit applied for, or to the licensee or permittee if he has surrendered

the license or permit issued to him and such licensing authorities are satisfied that no right, power or privilege has been exercised thereunder. Any sums ordered refunded as aforesaid shall be paid from any available funds in the treasury of the commonwealth or municipality as the case may be.

Any license issued under this chapter may, upon application pursuant to section fifteen A, be transferred from one location to another or the description of the licensed premises may be changed with the approval of the licensing authorities. No new license fee shall be required; provided, however, the local authorities may in their discretion increase the annual fee already paid by the license holder. The local licensing authorities may transfer a common victualler's or innholder's license issued under chapter one hundred and forty from one location to another if the applicant therefor is also the holder of a license for the sale of alcoholic beverages at the location from which the transfer is sought. If the local licensing authorities of any city or town refuse to grant or fail to act upon an application for a transfer of location of any license as authorized by this section, the applicant therefor may appeal to the commission under section sixty-seven in the same manner as though such authorities had refused to grant or failed to act upon an application for an original license under this chapter, and all the provisions of said section shall apply to such an appeal. Nothing herein contained shall be construed to limit or prevent the transfer from one location to another by local licensing authorities of common victuallers' or innholders' licenses issued under chapter one hundred and forty if the applicant for such a transfer is not the holder of a license for the sale of alcoholic beverages.

Any license under this chapter held by an individual, partnership or corporation may be transferred to any individual, partnership or corporation qualified to receive such a license in the first instance, if, in the opinion of the licensing authorities, such transfer is in the public interest. If the local licensing authorities determine that an individual, partnership or corporation is not entitled to a transfer as aforesaid of a license granted by them, the applicant for such transfer may appeal to the commission as if such authorities had refused to grant the license to such individual, partnership or corporation upon an original application therefor, and the decision of the commission upon such appeal shall be final.

In the case of the death of an individual holder of any license or permit under this chapter, such license or permit, unless earlier surrendered, revoked or cancelled, shall authorize the executor or administrator of the deceased licensee or permittee to exercise all authority conferred upon such licensee or permittee until the termination thereof. In case of the appointment of a receiver or trustee in bankruptcy or otherwise of a licensee under this chapter, such license, unless earlier surrendered, revoked or cancelled, shall authorize such receiver or trustee to exercise all authority conferred on such licensee until the termination thereof.

Every license and permit granted under the provisions of this chapter, unless otherwise provided in such provisions, shall expire on December thirty-first of the year of issue, subject, however, to revocation or cancellation within its term.

The commission may accept from any licensee or holder of a certificate of compliance under this chapter an offer in compromise in lieu of suspension of any license or certificate of compliance previously

suspended by the commission. A licensee or holder of certificate of compliance may petition the commission to accept such an offer in compromise within twenty days following notice of such suspension. The fine in lieu of suspension, when an offer in compromise is accepted, shall be calculated in accordance with the following formula: Fifty per cent of the per diem gross profit multiplied by the number of license suspension days, gross profit to be determined as gross receipts on alcoholic beverage sales less the invoiced cost of goods sold per diem. No such fine, in any event, shall be less than forty dollars a day. Any sums of money so collected by the commission shall be paid forthwith into the general fund of the state treasury.

Any license granted under the provisions of this chapter may be pledged by the licensee for a loan, provided approval of such loan and pledge is given by the local licensing authority and the commission. Such pledge shall not be construed so as to affect the right of such local licensing authority or the commission to suspend, revoke, or otherwise regulate such license, as provided in this chapter.

4



Via FedEx 882762320786

July 14, 2025

Jackie Bresnahan
Middleton - Town Administrator
48 S. Main St.
Middleton, MA 01949

RE: Aimbridge Hospitality, LLC
License #: 06783-HT-0704
Doubletree Boston N Shore
51 Village Rd.
Middleton, MA 01923

Dear Jackie:

Enclosed please find an Amendment Application for Change of Ownership Interest. There has been a change of ownership 10 levels above Aimbridge Hospitality LLC ("Licensee").

Aimbridge Topco, LLC (formerly Aimbridge Topco Inc.) is an indirect owner of the Licensee and has converted to an LLC and has new members. There has been no change to the direct ownership of Aimbridge Hospitality, LLC or the officers.

I trust these documents are sufficient to sent the matter for the next available hearing, which I request to attend virtually.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Whitney Anderson Gillings". The signature is written in a cursive, flowing style.

Whitney Anderson Gillings
972-354-6472
wgillings@bluebonnetconsulting.com



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

**APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.**

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

**PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT**

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

06783-HT-0704

ENTITY/ LICENSEE NAME Aimbridge Hospitality, LLC (DBA Doubletree Boston North Shore)

ADDRESS 51 Village Road

CITY/TOWN Middleton

STATE MA

ZIP CODE 01923

For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input checked="" type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR AMENDMENT

-Change of Officers, Stock or Ownership Interest

☐ **Change of Officers/ Directors/LLC Managers** ☐ **Change of Stock Interest**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

(e.g. New Stockholders or Transfer or Issuance of Stock)

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☒ **Change of Ownership Interest**

(e.g. LLC Members, LLP Partners, Trustees etc.)

- Payment Receipt
- Monetary Transmittal
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- Financial Statement
- Vote of the Entity
- CORI Authorization
- Business Structure Documents
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

☐ **Non-Profit Club Change of Officers/ Directors**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Business Structure Documents - **Articles of Organization** from the Secretary of the Commonwealth

☐ **Management Agreement**

- Payment Receipt
- Monetary Transmittal Form
- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Vote of Entity
- Management Agreement

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Aimbridge Hospitality, LLC	Middleton	06783-HT-0704

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

There has been a change in beneficial interest 7 levels above the licensee, Aimbridge Hospitality, LLC. Aimbridge Topco Inc. has converted to an LLC and the ownership of Aimbridge Topco, LLC has changed as detailed in Request for Beneficial Interest Disclosure Exemption Request. There are NO changes to the officers, LLC managers or Members of the licensee Aimbridge Hospitality, LLC.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Whitney Gillings	License Consultant	wgillings@bluebonnetconsulting.com	512-417-1047

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Gregory Moundas	6023 Lupton Drive, Dallas, TX 75225		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President/Secretary	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Aly El-Bassuni	9900 S. Shadow Hill Court, Lone Tree, CO 80124		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Andrew Leavitt	4528 Pebble Brook Lane, Plano, TX 75093		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President/Treasurer	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Karen Kovach	8224 Paisley, The Colony, TX 75056		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Aimbridge Hospitality Ho	5301 Headquarters Drive, Plano, TX 75024		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Managing Member	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☒ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Hospitality Holdings, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas, TX 75225

SSN

DOB

Title and or Position

President, Secretary, LLC Manager

Percentage of Ownership Director

0

☒ Yes ☐ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

SSN

DOB

Title and or Position

Vice President, Treasurer, LLC Manager

Percentage of Ownership Director

0

☒ Yes ☐ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Karen L. Kovach

Residential Address

8224 Paisley, The Colony TX 75056-6498

SSN

DOB

Title and or Position

Vice President/

Percentage of Ownership Director

0

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Aly Mokhtar El-Bassuni

Residential Address

9900 S. Shadow Hill Court, Lone Tree, CO 80124

SSN

DOB

Title and or Position

Vice President/

Percentage of Ownership Director

0

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Aimbridge Parent, Inc.

Residential Address

5301 Headquarters Drive, Plano TX 75024-9555

SSN

DOB

Title and or Position

Sole Member

Percentage of Ownership Director

100

☐ Yes ☒ No

US Citizen

☒ Yes ☐ No

MA Resident

☐ Yes ☒ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

U

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Parent, Inc.

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100% of Aimbridge Hospitality Holdings, LLC

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas, TX 75225

Title and or Position

President, Secretary, Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

Vice President, Treasurer, Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Karen L. Kovach

Residential Address

8224 Paisley, The Colony TX 75056-6498

Title and or Position

Vice President

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Aly Mokhtar El-Bassuni

Residential Address

9900 S. Shadow Hill Court, Lone Tree, CO 80124

Title and or Position

Vice President

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Aimbridge Management, Inc.

Residential Address

5301 Headquarters Drive, Plano TX 75024-9555

Title and or Position

Shareholder

Percentage of Ownership Director

52.07%

☐ Yes ☒ No

Name of Principal

Aimbridge Blocker 1, LLC

Residential Address

5301 Headquarters Drive, Plano TX 75024-9555

Title and or Position

Shareholder

Percentage of Ownership Director

0.90%

☐ Yes ☒ No

Name of Principal

Aimbridge Blocker 2, LLC

Residential Address

5301 Headquarters Drive, Plano TX 75024-9555

Title and or Position

Shareholder

Percentage of Ownership Director

15.67%

☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Parent, Inc.

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100% of Aimbridge Hospitality Holdings, LLC

Name of Principal

Aimbridge Blocker 3, LLC

Residential Address

5301 Headquarters Drive, Plano TX 75024-9555

Title and or Position

Shareholder

Percentage of Ownership Director

3.68%

☐ Yes ☒ No

Name of Principal

Aimbridge Blocker 4, LLC

Residential Address

5301 Headquarters Drive, Plano TX 75024-9555

Title and or Position

Shareholder

Percentage of Ownership Director

23.83%

☐ Yes ☒ No

Name of Principal

Aimbridge Blocker 5, LLC

Residential Address

5301 Headquarters Drive, Plano TX 75024-9555

Title and or Position

Shareholder

Percentage of Ownership Director

3.85%

☐ Yes ☒ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Blocker 1, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

0.90%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

SSN

DOB

Title and or Position

President, Secretary

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

VP, Treasurer

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Aimbridge Management Inc.

Residential Address

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Member

Percentage of Ownership Director

100%

☒ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Almbridge Blocker 2, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

15.67%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

Title and or Position

President, Secretary

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

VP, Treasurer

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Almbridge Management Inc.

Residential Address

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Member

Percentage of Ownership Director

100%

☒ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Blocker 3, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

3.68%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

Title and or Position

President, Secretary

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

VP, Treasurer

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Aimbridge Management Inc.

Residential Address

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Member

Percentage of Ownership Director

100%

☒ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Blocker 3, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

3.68%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

Title and or Position

President, Secretary

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

VP, Treasurer

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Aimbridge Management Inc.

Residential Address

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Member

Percentage of Ownership Director

100%

☒ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Aimbridge Blocker 4, LLC

23.83%

Name of Principal

Residential Address

Gregory J. Moundas

6023 Lupton Drive, Dallas TX 75225

Title and or Position

Percentage of Ownership Director

President, Secretary

0

☐ Yes ☒ No

Name of Principal

Residential Address

Andrew W. Leavitt

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

Percentage of Ownership Director

VP, Treasurer

0

☐ Yes ☒ No

Name of Principal

Residential Address

Aimbridge Management Inc.

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Percentage of Ownership Director

Member

100%

☒ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Aimbridge Blocker 5, LLC

3.85%

Name of Principal

Residential Address

Gregory J. Moundas

6023 Lupton Drive, Dallas TX 75225

Title and or Position

Percentage of Ownership Director

President, Secretary

0

☐ Yes ☒ No

Name of Principal

Residential Address

Andrew W. Leavitt

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

Percentage of Ownership Director

VP, Treasurer

0

☐ Yes ☒ No

Name of Principal

Residential Address

Aimbridge Management Inc.

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Percentage of Ownership Director

Member

100%

☒ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Management, Inc.

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

52.06% of Aimbridge Parent Inc.

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

Title and or Position

President, Secretary, Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

VP, Treasurer, Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Karen L. Kovach

Residential Address

8224 Paisley, The Colony TX 75056

Title and or Position

VP

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Aly M. El-Bassuni

Residential Address

9900 S. Shadow Hill Ct., Lone Tree CO 80124

Title and or Position

VP

Percentage of Ownership Director

0

☐ Yes ☒ No

Name of Principal

Aimbridge Acquisition Co. Inc.

Residential Address

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Shareholder

Percentage of Ownership Director

100%

☐ Yes ☒ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Acquisition Co., Inc.

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

Title and or Position

Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Aimbridge Intermediate Co., Inc.

Residential Address

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Shareholder

Percentage of Ownership Director

100%

☐ Yes ☒ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Intermediate Co., Inc.

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

Title and or Position

VP, Secretary & Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

VP, Treasurer & Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Aimbridge Topco, LLC

Residential Address

5301 Headquarters Drive, Plano, TX 75024

Title and or Position

Stockholder

Percentage of Ownership Director

100%

☐ Yes ☒ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST(Continued...)

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name

Aimbridge Topco, LLC

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

100%

Name of Principal

Gregory J. Moundas

Residential Address

6023 Lupton Drive, Dallas TX 75225

Title and or Position

Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

Andrew W. Leavitt

Residential Address

4528 Pebble Brook Lane, Plano TX 75093

Title and or Position

Director

Percentage of Ownership Director

0

☒ Yes ☐ No

Name of Principal

See attached Beneficial Interest Disclosure
Exemption Request

Residential Address

Title and or Position

Members

Percentage of Ownership Director

☐ Yes ☒ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

Name of Principal

Residential Address

Title and or Position

Percentage of Ownership Director

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Gregory Moundas	President & Secretary	0
Name of Principal	Title/Position	Percentage of Ownership
Andrew Leavitt	Vice President & Treasurer	0
Name of Principal	Title/Position	Percentage of Ownership
Aly El-Bassuni	Vice President	0
Name of Principal	Title/Position	Percentage of Ownership
Karen Kovach	Vice President	0
Name of Principal	Title/Position	Percentage of Ownership
Aimbridge Hospitality Holdings, LLC	Managing Member	100%
Name of Principal	Title/Position	Percentage of Ownership

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See attached Exhibit A			

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See attached Exhibit B			

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
	n/a		

7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

Associated Cost(s):

n/a

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
n/a	
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
n/a			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

ENTITY VOTE

The Board of Directors or LLC Managers of

Aimbridge Hospitality, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Middleton

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

6-11-25

Date of Meeting

For the following transactions (Check all that apply):

☐ Change of Officers/Directors/LLC Manager

☐ Change of Ownership interest (LLC Members, LLP Partners, Trustees)

☐ Issuance/Transfer of Stock/New Stockholder

☐ Management/Operating Agreement

☒ Other

"VOTED: To authorize

Karen Kovach

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

For Corporations ONLY

A true copy attest,


Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

(Print Name)

(Print Name)

APPLICANT'S STATEMENT


I, Karen Kovach the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of Aimbridge Hospitality, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



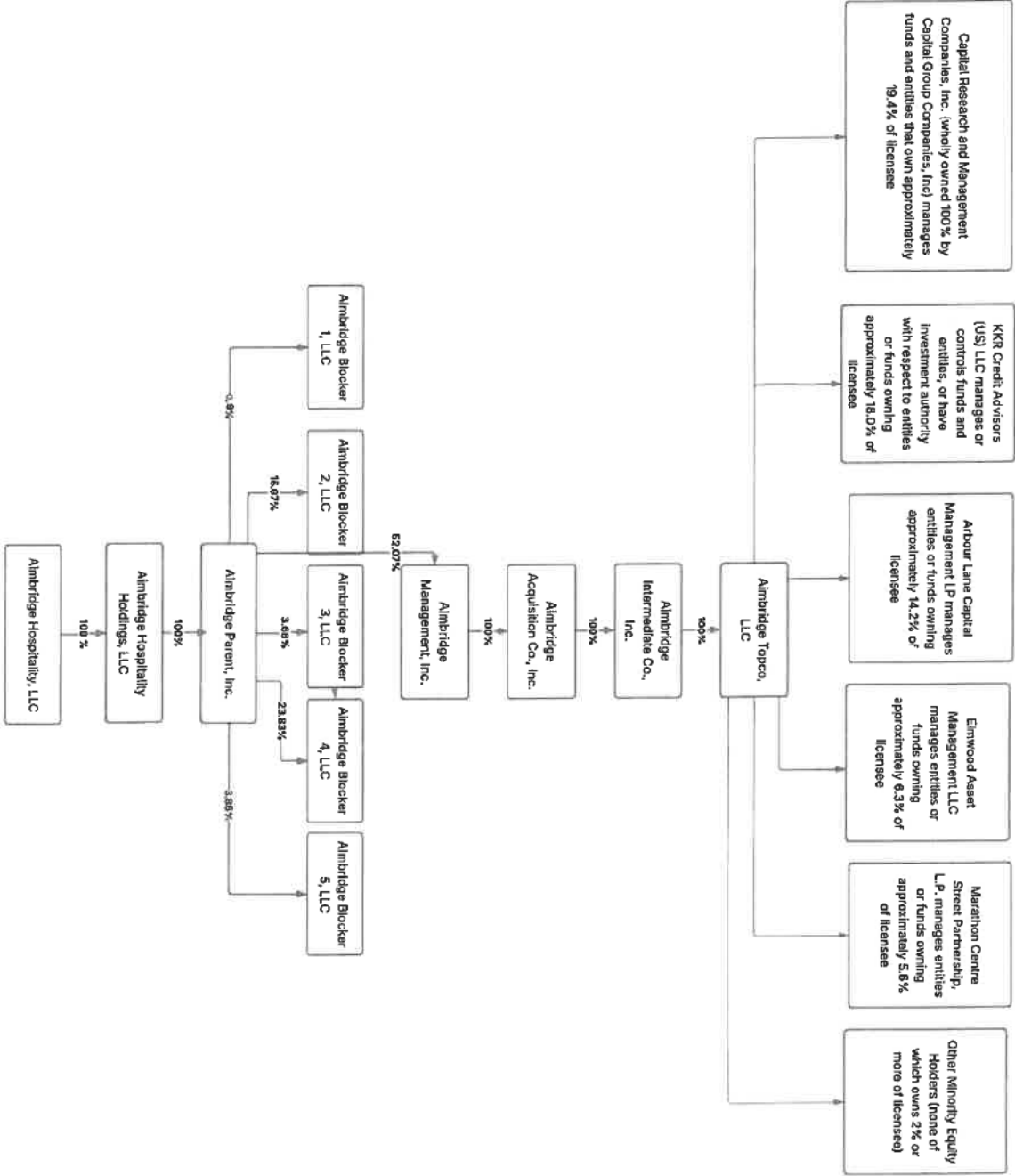
Date:

6-11-25

Title:

Vice President

AIMBRIDGE
HOSPITALITY,
LLC
OWNERSHIP



Aimbridge Hospitality, LLC
(Licensee)

Delaware

PAGE 2

The First State

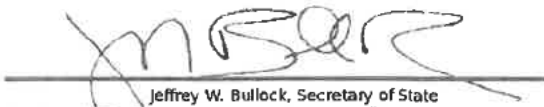
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "AIMBRIDGE HOSPITALITY, LLC" FILED IN THIS OFFICE ON THE EIGHTH DAY OF OCTOBER, A.D. 2013, AT 11:26 O'CLOCK A.M.



5411032 8100V

131172882

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0796503

DATE: 10-08-13

Aimbridge Hospitality Holdings, LLC

Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "AIMBRIDGE HOSPITALITY HOLDINGS, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2013, AT 2:37 O'CLOCK P.M.

5394392 8100

131102534

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0750516

DATE: 09-19-13

Aimbridge Parent, Inc.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEW ATHENA PARENT, INC.", CHANGING ITS NAME FROM "NEW ATHENA PARENT, INC." TO "AIMBRIDGE PARENT, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 9:24 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7169033 8100
SR# 20190657444

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202185145
Date: 02-01-19

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEW ATHENA PARENT, INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2018, AT 6:27 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



7169033 8100
SR# 20187856547

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203983365

Date: 11-28-18

Aimbridge Blocker 1, LLC

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATHENA BLOCKER MERGER SUB 1, INC.", A DELAWARE CORPORATION,
WITH AND INTO "LEP AIMBRIDGE, LLC" UNDER THE NAME OF
"AIMBRIDGE BLOCKER 1, LLC", A LIMITED LIABILITY COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF
FEBRUARY, A.D. 2019, AT 9:27 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

5394091 8100M
SR# 20190657480

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202184913
Date: 02-01-19

Aimbridge Blocker 2, LLC

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATHENA BLOCKER MERGER SUB 2, INC.", A DELAWARE CORPORATION, WITH AND INTO "LEP REALIZATION AIMBRIDGE LLC" UNDER THE NAME OF "AIMBRIDGE BLOCKER 2, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 9:32 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

5816091 8100M
SR# 20190657485

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202185013
Date: 02-01-19

Aimbridge Blocker 3, LLC

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATHENA BLOCKER MERGER SUB 3, INC.", A DELAWARE CORPORATION, WITH AND INTO "GAPCO AIV BLOCKER (AH), LLC" UNDER THE NAME OF "AIMBRIDGE BLOCKER 3, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 9:44 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

5762419 8100M
SR# 20190657489

Authentication: 202185119

Date: 02-01-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

Aimbridge Blocker 4, LLC

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATHENA BLOCKER MERGER SUB 4, INC.", A DELAWARE CORPORATION, WITH AND INTO "GENERAL ATLANTIC AIV (AH) BLOCKER, LLC" UNDER THE NAME OF "AIMBRIDGE BLOCKER 4, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 9:52 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

5762421 8100M
SR# 20190657494

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202185173
Date: 02-01-19

Aimbridge Blocker 5, LLC

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATHENA BLOCKER MERGER SUB 5, INC.", A DELAWARE CORPORATION, WITH AND INTO "BUR OAK HOLDINGS, LLC" UNDER THE NAME OF "AIMBRIDGE BLOCKER 5, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 9:56 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

5410308 8100M
SR# 20190657498

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202185193
Date: 02-01-19

Aimbridge Management Inc.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF INCORPORATION OF "AIMBRIDGE
MANAGEMENT, INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF
DECEMBER, A.D. 2022, AT 9:57 O'CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

7175474 8100
SR# 20224209479

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 205044065
Date: 12-08-22

Aimbridge Acquisition Co, Inc.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NEW ATHENA ACQUISITION CO., INC.", CHANGING ITS NAME FROM "NEW ATHENA ACQUISITION CO., INC." TO "AIMBRIDGE ACQUISITION CO., INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 9:21 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7169020 8100
SR# 20190657443

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202184771
Date: 02-01-19

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEW ATHENA ACQUISITION CO., INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2018, AT 6:18 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7169020 8100
SR# 20187856542

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203983298
Date: 11-28-18

Aimbridge Intermediate Co, Inc.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ATHENA INTERMEDIATE CO., INC.", CHANGING ITS NAME FROM "ATHENA INTERMEDIATE CO., INC." TO "AIMBRIDGE INTERMEDIATE CO., INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 9:18 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

7169030 8100
SR# 20190657441

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202184744
Date: 02-01-19

Delaware


The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ATHENA INTERMEDIATE CO., INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2018, AT 6:26 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7169030 8100
SR# 20187856544

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203983713
Date: 11-28-18

Aimbridge Topco, LLC

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE
STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A
TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF
'AIMBRIDGE TOPCO, LLC' FILED IN THIS OFFICE ON THE THIRD DAY
OF MARCH, A.D. 2025, AT 1:37 O'CLOCK P.M.



C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

7169025 8100V
SR# 20250891399

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203061435

Date: 03-03-25

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "AIMBRIDGE TOPCO, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "AIMBRIDGE TOPCO, INC." TO "AIMBRIDGE TOPCO, LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF MARCH, A.D. 2025, AT 1:37 O'CLOCK P.M.



C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

7169025 8100V
SR# 20250891399

Authentication: 203061435
Date: 03-03-25

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF 'ATHENA TOPCO, INC.', CHANGING ITS NAME FROM "ATHENA TOPCO, INC." TO "AIMBRIDGE TOPCO, INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF FEBRUARY, A.D. 2019, AT 10:12 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7169025 8100
SR# 20190657438

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202185328
Date: 02-01-19

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF 'ATHENA TOPCO, INC.', FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF NOVEMBER, A.D. 2018, AT 6:22 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

7169025 8100
SR# 20187856543

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203983330
Date: 11-28-18



Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA, 02150-2358
mass.gov/abcc

Jean M. Lorizio, Esq.
Chairman

BENEFICIAL INTEREST DISCLOSURE EXEMPTION REQUEST

Entity Name:

Aimbridge Hospitality, LLC

Application Contact

Name:

Whitney Gillings

Phone:

512-417-1047

Email:

wgillings@bluebonnetconsulting.com

The Applicant is seeking an exemption from disclosure under M.G.L. c. 138, §§ 15A & 23 for the following individuals and/or entities (use additional pages if necessary):

		% of ownership in license	Control over operation of license	
Name:	Aimbridge Topco LLC (formerly Aimbridge Topco Inc)	100% indirect	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Name:			<input type="radio"/> Yes	<input type="radio"/> No
Name:			<input type="radio"/> Yes	<input type="radio"/> No
Name:			<input type="radio"/> Yes	<input type="radio"/> No
Name:			<input type="radio"/> Yes	<input type="radio"/> No
Name:			<input type="radio"/> Yes	<input type="radio"/> No
Name:			<input type="radio"/> Yes	<input type="radio"/> No

The Applicant is seeking an exemption from disclosing to the Licensing Authorities the following regarding the above-named individuals and/or entities (check all that apply):

- ☒ Criminal Offender Record Information ("CORI") Authorization Forms
- ☒ Beneficial Interest Form (Individual or Corporation)
- ☒ Identity of Individual(s) and/or Entities

Please attach a flow chart of the Applicant's organizational ownership structure, including the percentage of ownership for each person/entity. If an entity is a public corporation, please indicate that on the chart.

Please explain why an exemption from the disclosure requirements of M.G.L. c. 138, §§ 15A & 23, is being sought, including, but not limited to, a description of the hardship(s) posed in obtaining the required information from the individuals and/or entities, and any other information that the Applicant believes would be of assistance to the Commission in considering whether to grant an exemption to the disclosure laws (use additional pages, if necessary):

Aimbridge Topco, LLC, is owned by numerous investment funds and entities. Capital Research and Management Companies, Inc., which is owned 100% by Capital Group Companies, Inc. ("Capre") will manage funds and entities that have approximately 19.4% indirect beneficial ownership of of Licensee, KKR Credit Advisors (US) LLC ("KKR") will manage or control funds and entities, or have investment authority with respect to entities or funds having approximately 18.0% indirect beneficial ownership of Licensee, Arbour Lane Capital Management LP ("ALCM") will manage entities or funds having approximately 14.2% indirect beneficial ownership of Licensee, Elmwood Asset Management LLC ("Elmwood") will manage entities or funds having approximately 6.3% indirect beneficial ownership of Licensee, and Marathon Centre Street Partnership, L.P. ("Marathon,") will manage entities or funds having approximately 5.6% indirect beneficial ownership of Licensee. Collectively, referred to as the "Majority Holders", these five institutions will manage, control, or have authority with respect to approximately 63.5% of Licensee's ultimate ownership. Additionally, with respect to these five (5) Majority Holders, each are funds managed by private fund advisors that are registered with the Securities and Exchange Commission. The remaining 36.5% of Licensee will be held by "Minority Holders" with no investment entity or fund having 3.0% or more indirect beneficial ownership interest in the Licensee.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in this Exemption Request, and as such, affirm that all statement and representations therein are true to the best of my knowledge and belief.

Signature:

Whitney Hillings

Title:

Licensing Consultant

Date:

6-11-25

EXCHANGE AGREEMENT

This **EXCHANGE AGREEMENT** (this “Agreement”), dated as of March 11, 2025, is entered into by and among (a) Aimbridge Topco, LLC, a Delaware limited liability company (“Topco”), (b) Aimbridge Intermediate Co., Inc., a Delaware corporation and direct wholly owned subsidiary of Topco (“Intermediate”), (c) Aimbridge Acquisition Co., Inc., a Delaware corporation and a direct, wholly owned subsidiary of Intermediate (“Borrower” and together with Topco, Intermediate, and the direct and indirect subsidiaries of the foregoing on Schedule 1 hereto, the “Company”), (d) the beneficial holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts or funds that beneficially hold, First Lien Claims (as defined in the Restructuring Agreement) listed on the signature pages hereto (the “Initial Exchanging 1L Lenders”), (e) the beneficial holders of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts or funds that beneficially hold, Second Lien Term Loan Claims (as defined in the Restructuring Agreement) listed on the signature pages hereto (the “Initial Exchanging 2L Lenders” and, together with the Initial Exchanging 1L Lenders, the “Initial Exchanging Lenders”), (f) Advent International, L.P., Aimbridge Group Holdings GP, LLC and Aimbridge Group Holdings, L.P. (“Holdings” and together with Advent International, L.P. and Aimbridge Group Holdings GP, LLC, the “Sponsors”) and (g) solely for purposes of Section 1.2(a)(iii), (y) JPMorgan Chase Bank, N.A., as administrative agent and collateral agent under the First Lien Credit Agreement (in such capacities, the “First Lien Agent”) and (z) Kroll Agency Services (US) LLC as administrative agent and collateral agent under the Second Lien Credit Agreement (in such capacities, the “Second Lien Agent” and, together with the First Lien Agent, the “Agents”). The Company, the Exchanging Lenders and the Sponsors are referred to herein collectively as the “Parties” and each individually as a “Party”. Unless otherwise specified, capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Restructuring Agreement (as defined below), as applicable.

RECITALS

WHEREAS, as of the date hereof (and prior to giving effect to the transactions contemplated by this Agreement), Holdings owns all of the issued and outstanding equity interests in Topco (collectively, “Topco Interests”);

WHEREAS, prior to giving effect to the transactions contemplated by this Agreement, Topco shall have converted to a Delaware limited liability company under Delaware state law and elected under Treasury Regulations Section 301.7701-3 to be treated as a corporation for U.S. federal income tax purposes effective as of the date of such conversion;

WHEREAS, certain of the Parties hereto are party to that certain Restructuring Support Agreement, dated as of January 15, 2025 (including all exhibits, schedules and attachments thereto, and as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Restructuring Agreement” and the transactions contemplated thereby, the “Restructuring”), by and among (a) the Company and (b) the Consenting Stakeholders;

WHEREAS, in accordance with Section 4.02 of the Restructuring Agreement, as of the date hereof, this Agreement is in form and substance reasonably acceptable to, (a) the Company, (b) the Required Consenting First Lien Lenders and (c) the Required Consenting Second Lien Term Lenders;

WHEREAS, the Out-of-Court Restructuring Condition has been satisfied on or prior to the Pivot Date;

WHEREAS

WHEREAS

Exhibit A

Exhibit B

NOW THEREFORE

AGREEMENT

ARTICLE I. EXCHANGE TRANSACTION

Reorganized Company

Contribution of Reorganized Equity

[illegible]

First Lien First Out Loans

Restructuring Transactions

ARTICLE II. REPRESENTATIONS AND WARRANTIES

No Consent or Approval

Binding Obligation

Organization and Qualification; Authorization

Beneficial Ownership of Claims

Encumbrances

Purchase Entirely for Own Account; Independent Investigation; Risk

Finder's Fees

Tax Status

Organization and Qualification; Authorization

No Violation of Law

FIRPTA Matters

Capitalization

Subsidiaries

ARTICLE III. CONDITIONS TO CLOSING

.

ARTICLE IV. COVENANTS

ARTICLE V. DIRECTION TO AGENTS

ARTICLE VI. MISCELLANEOUS

Company Releases.

Third-Party Releases.

ab initio

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IN WITNESS WHEREOF, each of the undersigned have duly executed this Agreement as of the date first above written.

AH 2005 Management Gen-Par, L.L.C.
AH 2005 Management, L.P.
AH 2007 Management Gen-Par, L.L.C.
AH 2007 Management, L.P.
AHLEP Investment CB, LLC
AHLEP Investment CC, LLC
AHLEP Investment CV, LLC
AHLEP Investment Imperial, LLC
AHLEP Investment LV, LLC
AHLEP Investment Pasadena, LLC
AHLEP Investment Quorum LLC
AHR Employee Service LLC
AHTRST Concessions, LLC
Aimbridge Acquisition Co., Inc.
Aimbridge Blocker 1, LLC
Aimbridge Blocker 2, LLC
Aimbridge Blocker 3, LLC
Aimbridge Blocker 4, LLC
Aimbridge Blocker 5, LLC
Aimbridge Concessions Maryland LLC
Aimbridge Concessions, Inc.
Aimbridge Employee Service Corp.
Aimbridge Hospitality Holdings, LLC
Aimbridge Hospitality Pursuit, LLC
Aimbridge Hospitality, LLC
Aimbridge Intermediate Co., Inc.
Aimbridge Management West, LLC
Aimbridge Management, Inc.
Aimbridge Management, LLC
Aimbridge Parent, Inc.
Aimbridge Receiver Services LLC
Aimbridge Topco, Inc.
Caribbean Hotel Services LLC
Channel Point Employee Service LLC
Channel Point Hospitality LLC
Channel SKY Hospitality LLC
CR Aimbridge, LLC

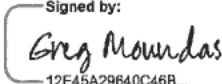
Signed by:
By: 
12E45A29640C46B...

Name: Gregory Moundas

Title: Authorized Signatory

[Signature Page to Exchange Agreement]

Crossroads Hospitality Company, L.L.C.
Crossroads Hospitality Management Company, LLC
Evolution Hospitality, LLC
Garden ABC Corporation
Haiti Hospitality Management LLC
Hampton Austin Beverage Management LLC
Hospitality Receiver, LLC
Hotel Recovery Management LLC
IH WL Acquisition Manager, LLC
IHC/Burlington Corporation LLC
IHC/Moscow Corporation
IHR Apple ABC Corporation
IHR Black Texas Beverage Corporation
IHR Singer Texas Beverage Corporation
IHR SSH Texas Beverage Corporation
IHR WL Texas Beverage Corporation
IHRTRST Concessions, LLC
Interstate ABC Corporation
INTERSTATE ARLINGTON BEVERAGE CORPORATION
Interstate France US Office LLC
Interstate Galleria ABC Corporation
Interstate Gateway Management Company, LLC
Interstate Hotels & Resorts, Inc.
Interstate Hotels Asset Management, LLC
Interstate Hotels Company
Interstate Hotels, LLC
Interstate Management Company, LLC
Interstate Midwest Portfolio Investor, LLC
Interstate Operating Company, LP
Interstate Receiver, LLC
Interstate Servicer Management, LLC
Interstate-Rim Management Company, LLC
Jaguar Hospitality Services LLC
KIHHR Holdings, Inc.
New Prism Holdings, Inc.
Noble Beverage Management, LLC
Noble-Interstate Management Group - California, LLC
Noble-Interstate Management Group, LLC
ONE CT Milford HGI Management LLC

Signed by:
By: 
12E45A2B640C46B

Name: Gregory Moundas

Title: Authorized Signatory

ONE FL Fort Myers HIE Management LLC
ONE FL Jacksonville FI Management
ONE FL Lake City FI Management
ONE FL Melbourne FI Management LLC
ONE FL Ocala CY Management
ONE FL Ocala FI Management
ONE FL Ocala RI Management
ONE FL Ocoee FI Management LLC
ONE FL Sarasota HIE Management LLC
ONE FL Tampa East SBS Management LLC
ONE FL Tampa North CY Management LLC
ONE FL Tampa WG Management LLC
ONE FL Titusville FI Management LLC
ONE GA BRUNSWICK CIS MANAGEMENT LLC
ONE IA Dubuque HIE Management LLC
ONE IL MATOON HIE MANAGEMENT LLC
ONE IL SOUTH JACKSONVILLE HIE MANAGEMENT LLC
ONE KS Emporia HIE Management LLC
ONE KY Covington ES Management LLC
One Lodging Holdings, LLC
ONE Lodging Management LLC
ONE MD Baltimore 4980 Management LLC
ONE MD Baltimore 8477 Management LLC
ONE MD Baltimore HGI Management LLC
ONE MD Baltimore HI Management LLC
ONE MD Hanover 7021 Management LLC
ONE MD Hanover 7035 Management LLC
ONE MD Hanover 7544 Management LLC
ONE MD Hanover HI Management LLC
ONE MO Nevada HIE Management LLC
ONE NC Statesville CY Management LLC
ONE NC Statesville Management LLC
ONE NJ DOVER HW MANAGEMENT LLC
ONE NJ EGG HARBOR 3022 MANAGEMENT LLC
ONE NJ EGG HARBOR HW MANAGEMENT LLC
ONE NJ Mount Laurel 1001 Management LLC
ONE NJ NEPTUNE 230 MANAGEMENT LLC
ONE NJ WALL 1302 MANAGEMENT LLC
ONE NY Bellport 2 Management LLC

Signed by:
By:  12E45A29840C46B

Name: Gregory Moundas

Title: Authorized Signatory

[Signature Page to Exchange Agreement]

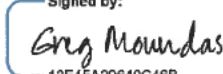
ONE OH Cleveland ES Management LLC
ONE OH Columbus ES Management LLC
ONE OK Airport HI Management LLC
ONE OK Airport SS Management LLC
ONE OK Bethany HIE Management LLC
ONE OK Chickasha HIE Management LLC
ONE OK Chickasha Management LLC
ONE OK Quail HI Management LLC
ONE OK Woodward Management LLC
ONE PA Allentown HW Management LLC
ONE PA Bethlehem HW Management LLC
ONE TN Chattanooga RI Management
ONE TN Chattanooga TPS Management LLC
ONE TX Airport FI Management LLC
ONE TX West Medical HI Management LLC
ONE TX West Medical SI Management LLC
PHC Dallas, LLC
Pillar Hospitality Holdings, LLC
Pillar Hotels and Resorts, LLC
Pillar PHLIQ SPE, L.L.C.
Pillar Receiver, L.L.C.
Prism Aim Holdings, Inc.
Prism Hospitality Management, LLC
Prism Hospitality, L.P.
Prism Hotel Holdings, LLC
Prism Hotel Partners, L.P.
Rim Management, LLC
Second Wave, LLC
Solana Beverage Concessions, LLC
Sunstone Hotel Properties, Inc.
TMI Development, L.P.
TMI Employee Management, L.P.
TMI Holdings I GP, L.L.C.
TMI Hotel Holdings, LLC
TMI Property Management, L.L.C.
TR Lodging Enterprises LLC
TRED Management LLC
T-Rest Management LLC
TRG KINGSLAND MANAGEMENT LLC

Signed by:
By: 
12E45A29640C46B...

Name: Gregory Moundas

Title: Authorized Signatory

TRNC ASHEBORO FAIR MANAGEMENT LLC TRNC
ASHEBORO MANAGEMENT LLC
TRP AIRPORT MANAGEMENT LLC
TRP CRANBERRY RESIDENCE MANAGEMENT LLC
TRP CRANBERRY MANAGEMENT LLC
TRP GREENTREE MANAGEMENT LLC
TRV EMPORIA MANAGEMENT LLC
TRV HARRISONBURG SOUTH MANAGEMENT LLC
TRV SOUTH HILL MANAGEMENT LLC
TRV UNIVERSITY MANAGEMENT LLC VINDICARE
HOSPITALITY LLC
VINDICARE MANAGEMENT INC.
VINDICARE MANAGEMENT LLC

Signed by:

By: 12E45A29640C46B...

Name: Gregory Moundas

Title: Authorized Signatory



CHERYL A. LEON-McCORMICK

9 Kassiotis Lane | Middleton, MA 01949 | (617) 513-0320

MUNICIPAL & FAMILY LAW ATTORNEY

State Sanitary Code Enforcement Expertise | Family Law and Mediation Experience | Trusted Collaborator

Proven code enforcement attorney with a record of working closely with diverse property owners, tenants, inspectors, courts, and builders, overseeing multi-tiered housing code enforcement in a fast-growing urban city. Seasoned building code specialist with a history of collaborating with numerous inspectors on property inspections, and with municipal offices, to ensure that residents receive applicable services. Trusted communicator skilled at fostering an inclusive, mission-driven culture of collaboration, professionalism, and public trust.

KEY ACCOMPLISHMENTS

- **As General Counsel and Assistant City Solicitor to the Department of Municipal Inspections, City of Revere:** Oversaw the M.G.L. c. 40U program, working in collaboration with the Department of Municipal Inspections and the Building, Health, and Fire Departments, ensuring that Orders to Correct evidence clear and established code violations that are appropriately tied to the state sanitary code (105 CMR 410.00 et seq) permitting the application of 40U ticketing to privately- and bank-owned properties
- Fielded complaints from tenants and residents, communicating in Spanish with Hispanic residents; Recovered \$300K in unpaid permit fees in fiscal 2022
- Provided expertise in developing housing enforcement policies, procedures, and workflows to professionals in Revere and other municipalities
- **As an Adjunct Professor at North Shore Community College,** I deliver instruction in Family Law to Paralegal Degree and Certificate students

AREAS OF EXPERTISE

- | | | |
|---|-----------------------------------|--|
| ▪ State Sanitary Code 105 (CMR 410.000 et seq.) | ▪ Condemnation & Receivership | ▪ Training & Mentoring |
| ▪ Ticketing & Appeals | ▪ Administrative Search Warrants | ▪ Multicultural Communications |
| ▪ Internal & External Building Inspections | ▪ Housing-Related Social Services | ▪ Housing Justice for Hispanic Residents |
| | ▪ Massachusetts Building Code | |
| | ▪ Cross-Functional Collaboration | |

PROFESSIONAL EXPERIENCE

SALT CONSTRUCTION MANAGEMENT, INC.

General Counsel

Middleton, MA
2013-Present

- Address and advise on all legal matters for the company proactively and as directed
- Review, draft, and negotiate complex construction contracts, vendor agreements, purchase orders, and material supplier contracts
- Draft and negotiate master terms and conditions
- File and record pre-lien notices and claims of lien
- Draft NDAs, non-compete agreements, and employment agreements
- Manage administration and resolution of legal issues that arise in existing commercial relationships
- Create and deliver training programs for employees on legal compliance, contract management, and ethical practices, fostering a culture of legal awareness within the organization

CITY OF REVERE

Revere, MA

2018 to 2023

General Counsel and Assistant City Solicitor to the Department of Municipal Inspections

- Provided legal services and counsel to the City's Safe House Task Force ("SHTF"), a team of 18 that includes interior and exterior housing inspectors as well as building and fire inspectors
- Served as general counsel for the fastest-growing urban city in the Commonwealth; Advise a diverse populace regarding code enforcement nuisance/clean-up orders and liens, and demolition and "make safe" orders
- Oversaw the 40U Code Enforcement program, requiring property owners to keep properties in compliance with building codes as well as electrical, plumbing, and gas regulations
- Managed all stages of the 40U program, from performing inspections and issuing tickets to responding to appeals and petitioning for receivership and demolition, if necessary
- Worked closely with the Director of Municipal Inspections, fire, plumbing, electric, and building inspectors
- Verified permits and rental conditions; Respond to complaints about work conducted without a permit, as well as interior and exterior property violations in new and existing structures
- Oversaw internal operations, providing counsel and training to the SHTF teams; Conduct weekly meetings
- Trained the SHTF team on processes for administering Orders to Correct and issuing violations; Train realtors on properly drafting MLS listings before requesting zoning analyses and smoke certificates
- Ran title searches for unsafe and blighted properties in breach of codes; Draft and tracked covenants and releases for all non-code compliant properties
- Represented the City and Municipal Inspections in all administrative and court proceedings relative to the 40U program in venues, including:
 - Administrative Appeals with the Municipal Hearings Officer
 - Board of Health hearings for Condemnation Orders and proceedings and appeals of Orders to Correct
 - District Court for M.G.L. c.40U appeals and applications for Administrative Search Warrants
 - Superior Court, Land Court, and Housing Court for Receivership Petitions
- Advised the Health Agent/Director and certified M.G.L. c. 40U tickets to tax bill according to the requirements of M.G.L. c. 40U, M.G.L. c. 40 §42B, and M.G.L. c. 40 § 12
- Drafted correspondence to the Department of Revenue to request abatements when applicable.
- Recorded summaries in the Citizenserve software system in collaboration with the Municipal Inspections team
- Served as an intermediary between the Mayor's office, 311 Constituent Services, Health and Human Services, Engineering, and non-profit agencies when tenants and occupants are displaced or prejudiced by code enforcement orders

Deputy Assistant City Solicitor

2016 to 2018

- Advised the City, including the Mayor, the City Council, City Departments, Boards, and Commissions, on decreasing legal liabilities and ensuring compliance with all applicable laws

Paralegal

2007 to 2016

- Assisted in resolving constituents' problems promptly and courteously; Responded to pothole and slip & fall claims; Processed and responded to discovery and subpoena requests
- Oversaw budget operations in the Solicitor's office
- Coordinated with DCF and other agencies to ensure that clients receive the support and services they need and to which they are entitled under the law

NORTHSHORE COMMUNITY COLLEGE

Adjunct Professor

2018 to 2022

- Teach a variety of topics related to family law; Create lesson plans, provide instruction, and engage students in meaningful discussions that encourage critical thinking
- Support student learning and development of legal principles and practices essential to family law; Collaborate with colleagues and members of the community

COMMITTEE FOR PUBLIC COUNSEL

Boston, MA

Attorney-Family Law Division

2016 to 2022

- Served as an attorney representing children (“ARC”) in the Children and Family Law Division
- Oversaw care and protection cases and termination of parental rights; Represented children and parents in child requiring assistance (“CRA”) cases, working with schools and the Juvenile Court
- Represented children and parents in contested guardianship cases, protecting the rights of parents and children to remain together and to be reunited quickly when possible

MC LAW

Middleton, MA

Principal

2013 to 2021

- Represented a diverse constituency of parents in family law matters on marriage and divorce, child custody, and guardianship petitions
- Certified as a parenting coordinator, negotiating with parents to defuse tension, identify issues, and arrive at settlements regarding child-related decisions
- Served on the panel as a Parent Coordinator for the Probate and Family Court

EDUCATION & PROFESSIONAL DEVELOPMENT

- Massachusetts School of Law, Andover, MA
Juris Doctor, May 2012 2012
- Northeastern University, Boston, MA
Bachelor of Science, *summa cum laude* 2009
- North Shore Community College
Associate in science, Paralegal, *with honors* 2007

BAR ADMISSIONS

- Massachusetts, [BBO #686811] 2013
- US District Court for the District of Massachusetts 2013

CERTIFICATES OF TRAINING

- Occupational Safety and Health Administration 30 (“OSHA”) 2024
- Massachusetts Construction Supervisor License [“CSL”] 2023
- Parent Coordinator, Mediation Works, Incorporated 2014
- Divorce Mediator, Mediation Works, Incorporated 2014
- Licensed Real Estate Broker 2013
- Mediator- Completed forty hours of mediation training per M.G.L. c. 233, § 23C 2007
- Massachusetts Approach to Parents and Partnership [“MAPP”] Trainer 2003

PROFESSIONAL AFFILIATIONS

- Paralegal Advisory Board, North Shore Community College 2009

COMMISSIONS

- Notary Public

SOFTWARE AND PLATFORMS

- Microsoft Office Suite 365
- GIS Mapping
- MUNIS

LANGUAGES

- Conversant in Spanish



Justin B. Sultzbach
Town Administrator
Town of Middleton
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
Justin.Sultzbach@middletonma.gov

7
A

July 23, 2025

Resident of the Central St./Washington St. neighborhood,

I hope this letter finds you well. As you are aware, the town through the Select Board has made efforts over the past several years to increase pedestrian safety and enhance the overall experience of living in the Central St./Washington St. neighborhood. We understand that living in an area that also hosts an Elementary School creates some unique challenges, and we have worked alongside you and your neighbors to identify issues and potential solutions.

While we can't cover every element of every road all the time, we have stepped up infrastructure improvements and police presence in your neighborhood. This has included additional signage, road markings, the installation of raised tables, trimming of bushes to improve site lines, and the implementation of radar speed signs to help us make data driven decisions relative to infrastructure changes along Central St. and Washington St.

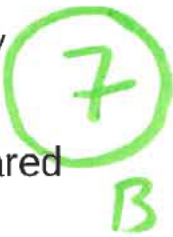
There will be a review of this data at the upcoming Tuesday, August 5th Select Board meeting. As part of this conversation, we would like to also incorporate feedback from residents of the neighborhood in the form of a brief survey (only 7 questions). **Your feedback is a crucial piece of this process, and will directly inform our next steps in your neighborhood.** Please follow the QR Code at the bottom right of this page, responses are due no later than 12:00pm noon on Friday, August 1st.

Thank you as always for your input!

Scan code to take survey

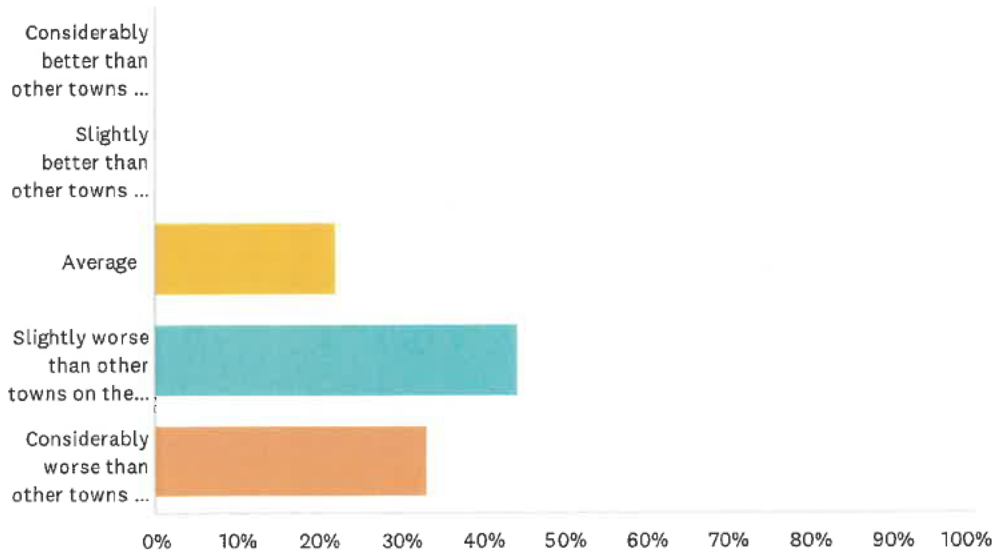
Justin Sultzbach
Town Administrator





Q1 Overall, how would you rate the traffic situation in Middleton compared to other local towns?

Answered: 9 Skipped: 0



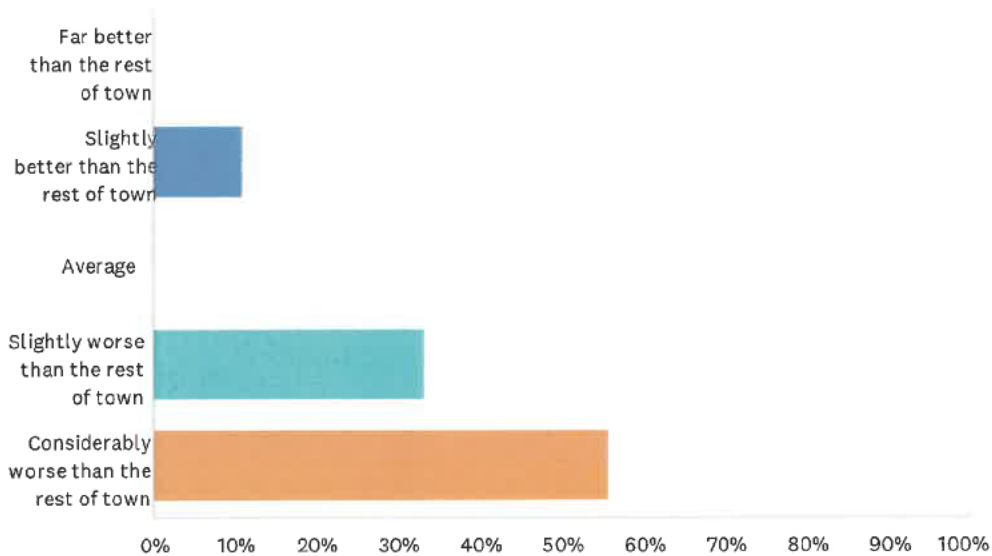
ANSWER CHOICES

RESPONSES

Considerably better than other towns on the North Shore	0.00%	0
Slightly better than other towns on the North Shore	0.00%	0
Average	22.22%	2
Slightly worse than other towns on the North Shore	44.44%	4
Considerably worse than other towns on the North Shore	33.33%	3
Total Respondents: 9		

Q2 Overall, how would you rate the traffic situation on Central Street and Washinton St?

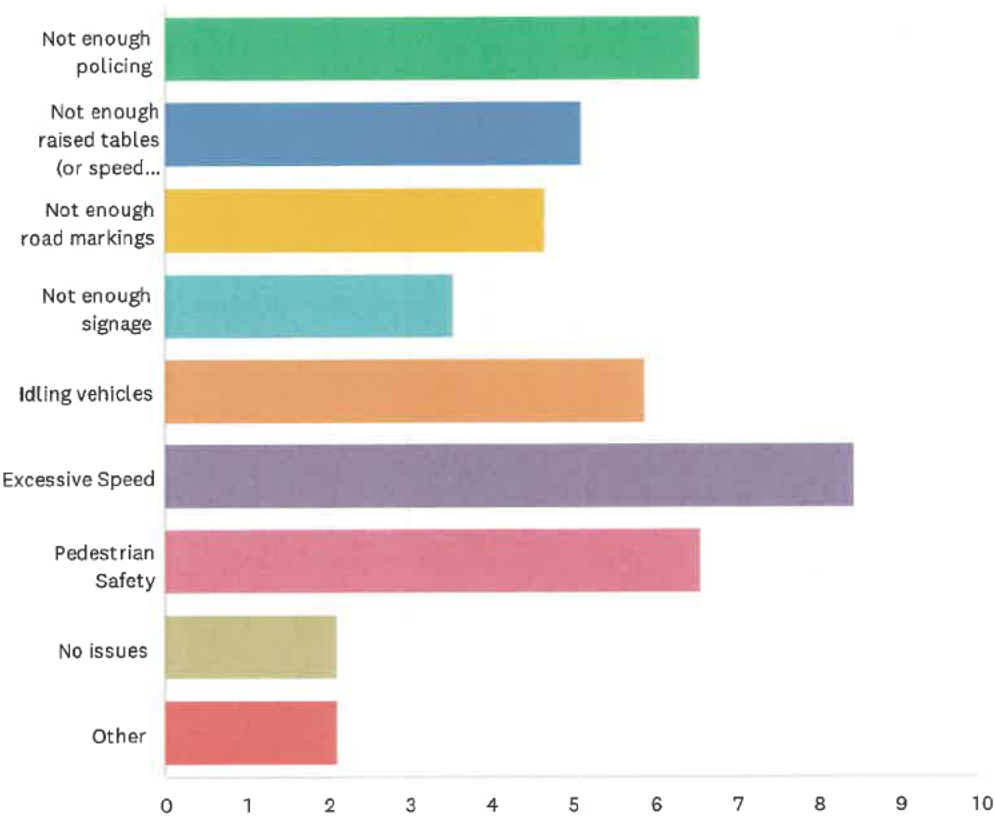
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Far better than the rest of town	0.00%	0
Slightly better than the rest of town	11.11%	1
Average	0.00%	0
Slightly worse than the rest of town	33.33%	3
Considerably worse than the rest of town	55.56%	5
TOTAL		9

Q3 Please rank the issues you feel are most pressing on Central St.

Answered: 9 Skipped: 0



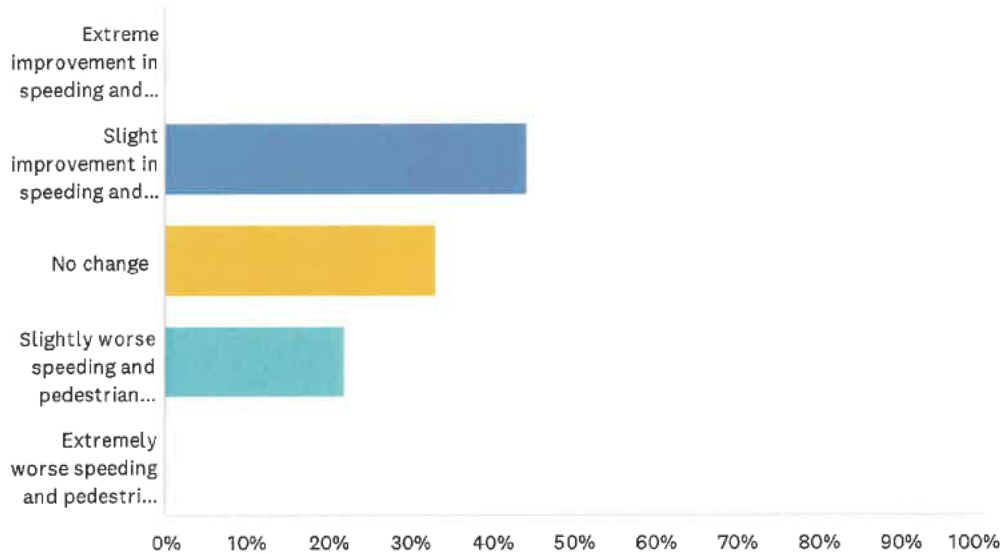
Town of Middleton Central St/Washington St Traffic and Pedestrian Safety
Feedback

SurveyMonkey

	1	2	3	4	5	6	7	8	9	TOTAL	SCORE
Not enough policing	11.11% 1	33.33% 3	11.11% 1	11.11% 1	22.22% 2	0.00% 0	11.11% 1	0.00% 0	0.00% 0	9	6.56
Not enough raised tables (or speed bumps)	0.00% 0	11.11% 1	22.22% 2	22.22% 2	0.00% 0	22.22% 2	11.11% 1	0.00% 0	11.11% 1	9	5.11
Not enough road markings	0.00% 0	0.00% 0	22.22% 2	0.00% 0	22.22% 2	33.33% 3	22.22% 2	0.00% 0	0.00% 0	9	4.67
Not enough signage	0.00% 0	0.00% 0	0.00% 0	11.11% 1	11.11% 1	22.22% 2	33.33% 3	22.22% 2	0.00% 0	9	3.56
Idling vehicles	0.00% 0	11.11% 1	33.33% 3	33.33% 3	0.00% 0	11.11% 1	0.00% 0	11.11% 1	0.00% 0	9	5.89
Excessive Speed	77.78% 7	11.11% 1	0.00% 0	0.00% 0	11.11% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	9	8.44
Pedestrian Safety	11.11% 1	33.33% 3	11.11% 1	11.11% 1	22.22% 2	0.00% 0	11.11% 1	0.00% 0	0.00% 0	9	6.56
No issues	0.00% 0	0.00% 0	0.00% 0	11.11% 1	0.00% 0	0.00% 0	0.00% 0	55.56% 5	33.33% 3	9	2.11
Other	0.00% 0	0.00% 0	0.00% 0	0.00% 0	11.11% 1	11.11% 1	11.11% 1	11.11% 1	55.56% 5	9	2.11

Q4 Once the raised tables were installed in the fall of 2024, which did you notice on Central Street and Washington Street?

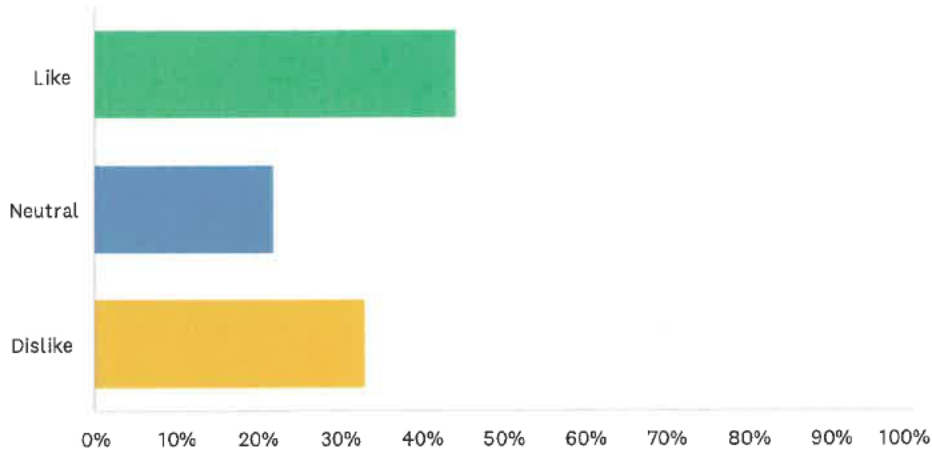
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Extreme improvement in speeding and pedestrian safety	0.00%	0
Slight improvement in speeding and pedestrian safety	44.44%	4
No change	33.33%	3
Slightly worse speeding and pedestrian safety	22.22%	2
Extremely worse speeding and pedestrian safety	0.00%	0
TOTAL		9

Q5 Overall, do you like or dislike the raised tables on Central and Washington?

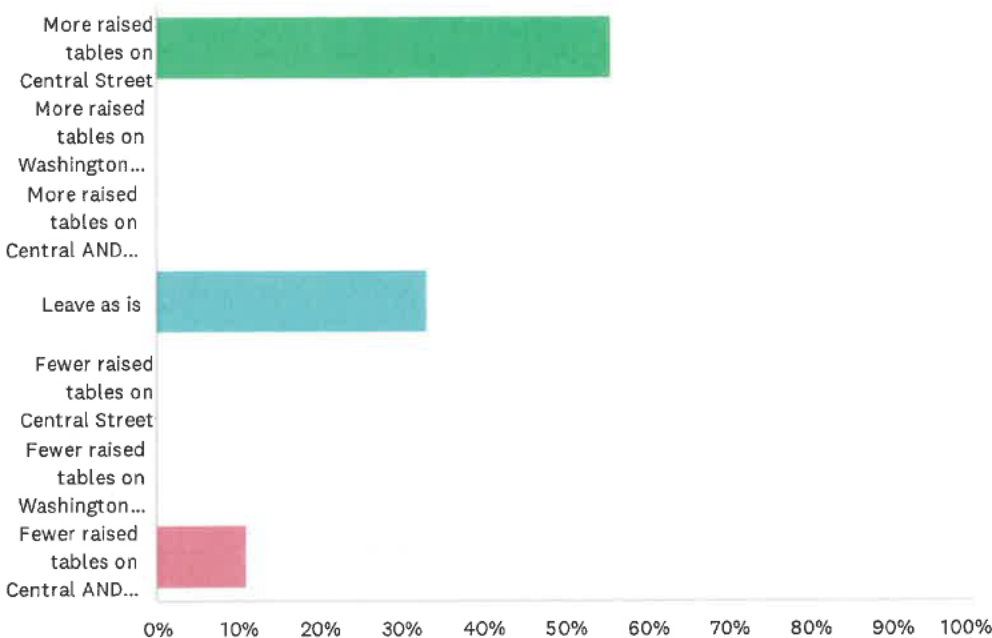
Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Like	44.44%	4
Neutral	22.22%	2
Dislike	33.33%	3
TOTAL		9

Q6 If an option, would you like to see MORE or FEWER raised tables on Central Street or Washington Street?

Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
More raised tables on Central Street	55.56%	5
More raised tables on Washington Street	0.00%	0
More raised tables on Central AND Washington Street	0.00%	0
Leave as is	33.33%	3
Fewer raised tables on Central Street	0.00%	0
Fewer raised tables on Washington Street	0.00%	0
Fewer raised tables on Central AND Washington Street	11.11%	1
TOTAL		9

Q7 Please include your address in the box below to ensure responses are proportionally representative of the neighborhood. Additional feedback is also welcomed.

Answered: 9 Skipped: 0

Middleton Police Department

Summary of Speed Analysis

Central St Speed limit: 20mph Excessive speed threshold: 30mph

October 2024 - June 2025

Date range	Location	Total Cars	Under Limit <20	Over Limit >20	Excessive >30	>35	>40	Max Speed
10/28 - 11/4 2024	Front of school, outbound (towards 114)	4008	89.15%	10.85%	0.22%	9	6	4
11/15 - 11/22 2024	Front of school, inbound (from 114)	5348	79.62%	20.38%	0.69%	37	15	8
3/9 - 3/16 2025	End of Central by muni lot, inbound	3837	93.15%	6.85%	0.10%	4	1	1
5/18/25 - 5/24/25	End of Central by muni lot, inbound	4303	67.39%	32.61%	1.23%	31	5	0
6/22/25 - 6/28/25	End of Central by muni lot, inbound	1501	85.34%	14.66%	0.80%	11	7	4

82.93% 17.07% 0.61%

From 10/28-11/4, 2024 we placed the speed sign in the parallel parking spot in front of Howe-Manning closest to N Main St., facing (displaying the speed) towards Washington St. ("outbound").

From 11/15-11/22, 2024 we placed the speed sign in the parallel parking spot in front of Howe-Manning closest to Washington St., facing (displaying the speed) towards N Main St. ("inbound").

From 3/9-3/16 (and in May and June), 2025 we placed the speed sign on the side of the road down near the municipal lot at the end of Central St, facing (displaying the speed) towards N Main St. ("inbound"). (Do note however, that it also still captures traffic on the main, "upper" part of Central St.)

7c

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D

An official website of the United States government [Here's how you know](#) ✓

United States Department of Transportation



U.S. Department of Transportation
**Federal Highway
Administration**



Search



FHWA Highway Safety Programs

[Home](#) / [Safety](#) / [Speed Management Safety](#)

IN THIS SECTION



3. Collecting/Analyzing Speed and Crash Data

The need for speed management is generally determined by reviewing actual speeds and crash histories, as well as road user needs. Speed studies also assist in setting or modifying speed limits. Speed and crash information support quantifying the impact of installed countermeasures or practices. This chapter discusses speed and crash studies that are applicable to rural communities at both the transition zones and in town center areas.

Generally, a speeding or speed-related crash problem is documented before resources are committed to implementing countermeasures. Agencies should also ensure speed limits are appropriately and consistently set (and properly signed, per the guidance laid out in [Chapter 2](#)). Detailed guidance on setting appropriate speed limits is beyond the scope of this ePrimer. However, outside resources for review are provided in Section 3.4. Transition zones entering a rural community should also be properly designed. Guidance on setting appropriate transition zones is provided in [Chapter 4](#).

3.1 Speed Studies

3.1.1 Collecting Speed Data

The most common method to assess speeding issues is through spot speed studies. Spot speed is measured at a specific point along a roadway segment as shown in Figure 3-1. Using this method, speed is recorded at one particular location and only indicates speed at that point. When taking multiple spot speed measurements from a single location over time, and averaging them together, the resultant value is frequently referred to as "time mean speed," "mean speed," or simply, "average speed."

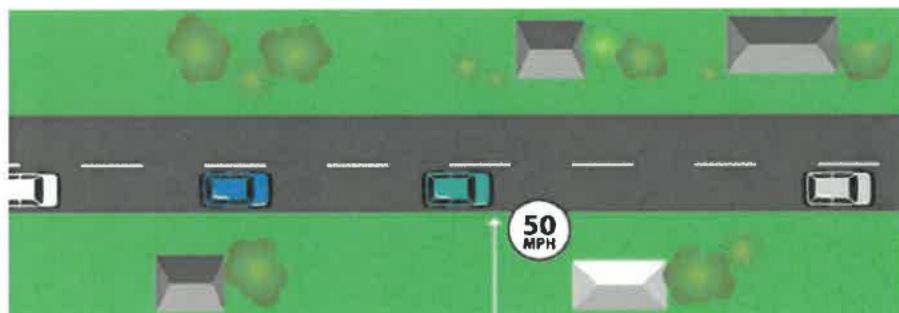


Figure 3-1 Measuring Spot Speed. (Image Source: FHWA)

A more robust method of speed measurement can be done wherein speed is measured at various points along a road segment and then averaged, as shown in Figure 3-2. This methodology is typically referred to as "space mean speed," and can provide a more complete picture of speed behavior through a corridor. An alternative method of computing space mean speed can be done by calculating speed directly using a known length of roadway, and the measured amount of time it takes a vehicle to traverse the segment.

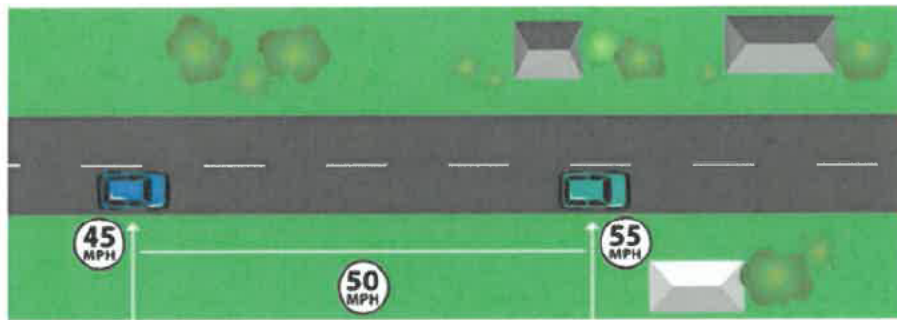


Figure 3-2 Measuring Average Speed.
(Image Source: FHWA)

Spot speeds are typically collected at problem locations to determine compliance with posted speed limits. Spot speeds can be collected using such devices as handheld radar or laser guns, pneumatic road tubes, or radar-based traffic counters. Speed can also be collected manually; detailed guidance on manual speed data collection practices has been developed by Iowa State University's Institute of Transportation (Smith, 2002).

While space mean speed can provide a more robust profile of speeding activity throughout a corridor, it is more time-consuming and difficult to collect, is a less-relatable concept by the general public, and in many cases is unnecessary, as spot speed data (when collected properly) will adequately serve to identify speeding issues. Consequently, this ePrimer will focus on using spot speed data to identify and characterize speeding problems in transition zones and rural town centers.

A spot speed study must be based on a representative sample of actual speeds. An ideal sample size is dependent on a number of factors such as observed speed variability, but various studies have suggested a minimum sample size of 50 to 125 vehicles (TxDOT, 2015; Garber and Hoel, 2002; Ewing, 1999). TxDOT (2105) provides the following guidelines for conducting speed studies:

- Conduct during a weekday during off-peak period.
- Avoid adverse weather conditions.
- Only include free-flow vehicles (vehicles that are following a lead vehicle are not included since their speed is governed by the lead vehicle).
- Evaluate large vehicles separately if feasible.
- Do not include turning or passing vehicles.
- Study location should avoid intersections or traffic signals or other unusual roadway features.

The practitioner should also be cognizant of the fact that average speeds can vary over the course of the day. It may be advisable to collect speeds for different time periods, such as during the peak commuting periods (e.g., 7 a.m. to 9 a.m., 4 p.m. to 6 p.m.), during other peak periods for sensitive land uses (e.g., during school start/dismiss times), and at other relevant times, like day versus nighttime, depending on the issues identified and the needs of the community.

3.1.2 Identifying a Speeding Problem

Speeding is typically defined as exceeding the posted speed limit or traveling too fast for conditions. Speeding problems are identified by comparing different speed metrics against the posted speed. The most common metric is mean speed which is an average of spot speeds at the location of interest. A distribution of speeds is shown in Figure 3-3 and as noted, mean speed is between 31 and 32 mph.

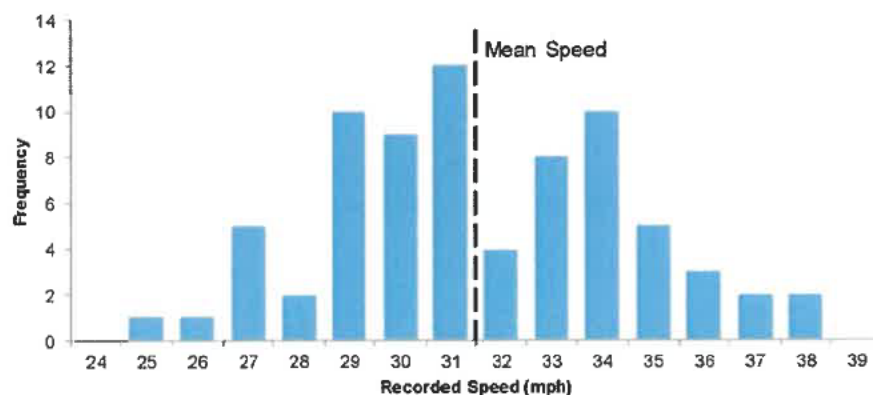


Figure 3-3 Mean Speed

The 85th percentile speed metric is also used and is defined as the speed at or below which 85 percent of vehicles travel. Figure 3-4 illustrates the 85th percentile speed using a cumulative distribution plot of the same spot speed data utilized for Figure 3-3. Here, the 85th percentile speed is approximately 34.5 mph compared to the mean speed of 31.5 mph. In this scenario, 85 percent of drivers were traveling 34.5 mph or lower.

Some studies have used the number of drivers exceeding a particular speed threshold (Hallmark et al., 2007). This metric is the number of drivers who are traveling a specific amount over the posted speed limit. For example, 22 percent of vehicles are 20 or more mph over the speed limit. Vehicles exceeding a particular threshold is a measure of excessive speeding.

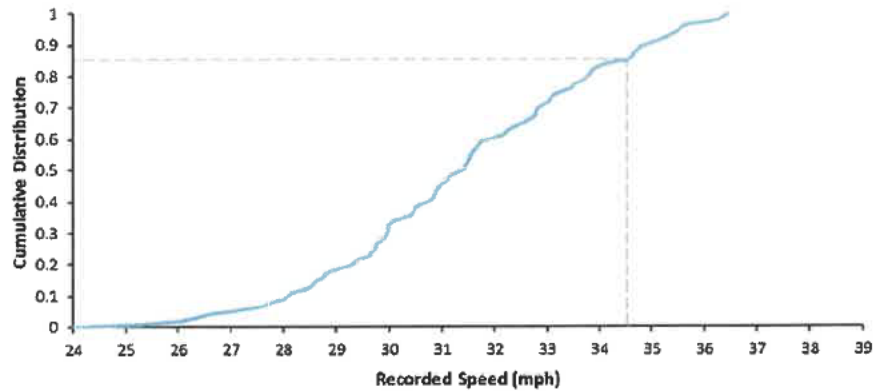


Figure 3-4 85th Percentile Speed

A typical metric for establishing a speeding problem is a mean speed of 5 or more miles per hour (mph) over the posted speed limit (VDOT, 2008). Other agencies consider an 85th percentile speed which is 7 to 10 mph over the posted speed limit as a speeding issue. Some agencies suggest a volume threshold (e.g., more than 1,000 vehicles per day) as well as a speed threshold (PennDOT, 2012) before speed management and speeding countermeasures can be considered.

Identifying a speeding problem assumes existing speed limits are reasonable and prudent for the prevailing roadway design, traffic, and environmental conditions. In situations where roadway characteristics, traffic patterns (e.g., volume, fleet mix, commuting trends), or land use (e.g., development type, access points) have changed, posted speed limits should be reviewed. However, it must be emphasized that *lowering speed limits alone does not necessarily encourage drivers to slow down, and should not be relied upon as an effective speed management strategy*.

Traveling too fast for conditions is also commonly used to define a speeding problem (Liu and Chen, 2009). This definition entails drivers exceeding a reasonable speed given prevailing roadway or traffic conditions. A so-called "reasonable speed" could be less than the posted speed limit, depending on environmental conditions. Wet, icy, or snowy roadway surface conditions may result in decreased friction, which increases stopping distance, and necessitates lower driving speeds. Additionally, under certain weather conditions such as rain or snow, reduced visibility may impact sight distance, further increasing the risk to all roadway users of maintain the posted speed limit. Highly-congested or irregular traffic conditions may also call for decreased speeds. For instance, in many rural communities, during spring planting or fall harvesting, the presence of oversized and slow-moving vehicles may dictate lower travel speeds so that drivers encountering these vehicles are able to react appropriately.

3.1.3 Speed Analysis

Comparison of speed metrics (e.g., mean speed, 85th percentile speeds, or percent traveling over a certain speed threshold) before and after installation of a speeding countermeasure is commonly used to assess the effectiveness of the countermeasure. Speeds can be compared at the treatment location as well as some distance upstream or downstream on the roadway. It is important to note that frequently, traffic patterns and driver behavior will change immediately after installation of countermeasures, but may revert to previous patterns as drivers acclimate to the treatment. For this reason, monitoring of speeds for 6 months to 1 year is suggested to reduce the influence of this altered behavior on countermeasure effectiveness assessment (PennDOT, 2012; VAT, 2003). An example of assessing change in speed due to the use of speeding countermeasures is provided in the example below.

Example 3-1: Speed Analysis

The community of Slater, Iowa (population 1,306) was identified as having speeding problems near the community entrances. The speed limit at the south community entrance is 25 mph. Spot speeds were measured with a mean speed of 32 mph and 85th percentile speed of 36 mph.

Tubular channelizers were placed as shown in Figure 3-5. Speeds were measured again after the treatment had been in place for 1 month.



Figure 3-5 Treatment in Slater, Iowa. (Image Source: Neal Hawkins)

Mean speeds decreased by 5mph, from 32mph to 27mph, with the installation of the channelizers, as shown in Figure 3-6.

The 85th percentile speed also decreased by 3mph, from 36 mph to 33 mph.

Additionally, the fraction of vehicles traveling over the speed limit by 5 and 10 mph thresholds were compared (see Table 3-1).

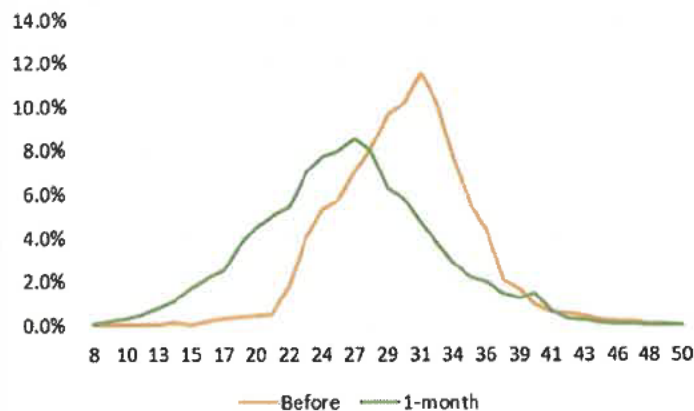


Figure 3-6 Comparison of Speed Metrics

Before the countermeasure installation, 689 of 2929 vehicles (23.5 percent) were traveling 10mph or more over the posted speed limit of 25mph. At one month after installation, 281 of 2553 (11.0 percent) were traveling at that speed. Similarly, 5.3 percent of vehicles were traveling 15mph or more over the posted speed limit before the countermeasure installation and 2.3 percent were at that threshold after installation.

Table 3-1 Comparison of Vehicles Traveling Set Amount over Speed Limit

Speed Threshold	Before			After (1-month)	
	Total Vehicles	Vehicles Exceeding Threshold	% Exceeding Threshold	Total Vehicles	Vehicles Exceeding Threshold
> 35mph	2929	689	23.5%	2553	281
> 40mph	2928	154	5.3%	2552	58

3.2 Crashes

A measurement of crashes on the roadway is the best indicator of safety. However, crashes are generally infrequent and random events in rural areas. As a result, it may be difficult to detect a crash problem at a particular location, with only a few years of data available to the practitioner.

3.2.1 Collection of Crash Data

Crash analyses typically require the following data:

- Number of crashes for the study segment for the period of study.
- Number of years in the study period.
- Annual average daily traffic (AADT).

Data are typically collected along a study segment where a problem is suspected. Since crashes are random events, they can fluctuate over time. As a result, several years of data should be evaluated so that short term anomalies do not drive the analysis. In many cases, a minimum 3 to 5 years of data are used to determine a crash problem, or to assess a change in crashes after installation of a countermeasure. Five years is preferred when available.

Most State DOTs collect and archive crash data. Counties and cities may also collect this type of data, or have access to the State DOT crash database through a partnership or cooperative agreement. As a result, it is important crash data requests be directed to the appropriate agency. Each jurisdiction has its own criteria for which crash characteristics are collected, but the following information is normally recorded and is helpful in assessing speeding problems.

Table 3-2 Crash Variables for Speed-Related Crash Analyses

Data Element	Description	Use	Caution
severity	<ul style="list-style-type: none"> • types of injury suffered in a crash • for instance: fatal, major injury, minor injury or property damage only (PDO) 	<ul style="list-style-type: none"> • target crashes involving fatal or major injuries over total crashes 	<ul style="list-style-type: none"> • may be difficult to establish a trend using just fatal crashes • number of fatal crashes is normally used rather than "fatalities"
speeding-related	<ul style="list-style-type: none"> • indicates driver was going over the posted speed limit or traveling too fast for conditions 	<ul style="list-style-type: none"> • speeding-related crashes are the focus of speed management 	<ul style="list-style-type: none"> • actual speed is rarely collected (based on officer opinion)
contributing circumstance or major cause	<ul style="list-style-type: none"> • indicates actions that may have led to the crash or been the major cause • e.g. failure to yield right of way 	<ul style="list-style-type: none"> • assess causes of crash • e.g. right angle crashes may suggest failure to yield 	<ul style="list-style-type: none"> • may be difficult to establish a trend due to
vehicles	<ul style="list-style-type: none"> • lists number and types of vehicles • also indicates pedestrian or bike involvement 	<ul style="list-style-type: none"> • ped/bicycle crashes are of particular concern for speed management 	<ul style="list-style-type: none"> • may be difficult to establish a trend using just bicycle or pedestrian crashes due to smaller sample size
time of day	<ul style="list-style-type: none"> • hour of day the crash occurred or designation of "nighttime," "daytime," or "dawn/dusk" 	<ul style="list-style-type: none"> • can be used to relate crashes to school start/dismiss times • different countermeasures may be appropriate for daytime versus nighttime 	<ul style="list-style-type: none"> • may be difficult to establish a trend due to smaller sample size

Citizen complaints, reports from maintenance personnel, or police feedback can also be evaluated since they may be aware of near misses or minor collisions that are not reported in crash databases (Golembiewski and Chandler, 2011). Since this information is anecdotal, it is difficult to include in a formal crash analysis but this information can point to a potential safety issue particularly in rural areas where crashes are rare.

3.2.2 Crash Analysis

Determining whether a legitimate crash problem, and more specifically, a speeding-related crash problem, exists within a transition zone or a town center can be a challenge, depending on the amount of data and staff time/expertise available. For preliminary problem identification, a crash problem can be determined by comparing crash frequency, crash rate, or type of crash. While these types of techniques, detailed below, are useful as a starting point for crash analysis, **more comprehensive and robust data-driven methods should be relied upon for a final determination whenever possible.** Such methods, which are assembled through such resource portals as the FHWA [Road Safety Data Toolbox](#) and the FHWA [Data Driven Safety Analysis Website](#), are beyond detailed description in this ePrimer, but represent the best practices when it comes to empirical crash analysis.

Crash frequency, also known as observed crash frequency by such prevailing literature as the Highway Safety Manual, is a measure of the historic crash data on a roadway facility (i.e., the number of recorded crashes in a given period). A local practitioner can determine crash frequency using information compiled from the State crash database or law enforcement crash reports. This will allow the practitioner to do the following:

- Summarize the crashes by attributes such as type, severity, and location.
- Spatially display the sites on a map using push pins or a GIS software package.
- Provide a report sorted by location and crash type to identify problem locations.
- Determine predominant roadway departure crash types and associated roadway physical characteristics.
- Determine appropriate countermeasures.

Once crash frequency information is collected and displayed, the practitioner can complete a methodical analysis by roadway, city, or county or use techniques such as cluster analysis to determine those roadway locations that have experienced a high or moderate number of speed-related crashes. Multiple crashes at the same location may be an indication of a safety problem (FHWA, 2010; Bagdade et al., 2012). These clusters of crashes can be identified using a simple "push pin" map, as shown in Figure 3-7.

According to the *Highway Safety Manual* published by the American Association of State Highway and Transportation Officials (AASHTO, 2010) **crash rate** is the number of crashes that occur at a given site during a certain time period in relation to a particular measure of exposure (e.g., per million vehicle miles traveled). Generally, a crash rate can be computed using the following equation :

$$\text{Crash Rate} = \frac{\text{Average Crash Frequency in a Period}}{\text{Exposure in Same Period}}$$

The *Highway Safety Manual* provides several different means of estimating crash rate, including as the annual number of crashes per million vehicle miles traveled and the number of crashes per mile per year. Many practitioners, however, are already familiar with the crashes per million vehicle miles traveled measure, which will be the focus of discussion within this ePrimer.

Crash rate analysis can be a useful tool to determine how a specific roadway or segment compares to an average roadway on the network. Crash frequency does not account for differences in traffic volume and is often inadequate when comparing multiple roadways of varying lengths and/or traffic volume.

For example, it is possible that two roadways crossing a community (Route A and Route B) each have the same number of crashes. However, Route A could have more than double the number of vehicles on a typical day than does Route B. To effectively compare the relative safety of the two locations, the practitioner must factor in the level of exposure (e.g., vehicle miles traveled) on each route.

One limitation of crash rates for low-volume roads is the sensitivity of the formula to traffic volume. The crash rate calculation is not as beneficial at low volumes as it is with higher-volume roads, as small changes in the number of vehicles results in a disproportionate change in the crash rate for the segments that, in reality, operate similarly.

Where traffic volume data is unavailable, other information can be used to provide exposure estimates. One often-used factor is the length of the roadway segment on each route studied. Comparing the number of speed-related crashes per mile can help an agency identify potential opportunities to improve safety.

Crash rate (crashes per million vehicle-miles traveled, or cpmvm) is calculated using the following formula:

$$\text{Crash Rate} = \frac{C * 1,000,000}{V * 365 * N * L}$$

Where:

C = observed crash frequency in the study period
 N = length of the study period (in years)
 V = traffic volumes using AADT
 L = length of the roadway segment in miles

Crash rate for the segment of interest is then compared against similar roadway segments. A more detailed example of how different crash metrics are calculated is illustrated below.

Note, that beyond basic crash frequency and crash rate analysis, there are more advanced methods of analyzing crash data, such as statistical methodologies based on Empirical Bayes, which combine a weighted average of crash data from the site of interest with crash metrics from similar sites to compute an adjusted crash risk and forecast. Practitioners should also be mindful of regression-to-the-mean phenomena, wherein short-term spikes or drops in crash frequency or crash rates could result in erroneous conclusions being drawn about the safety of a roadway segment. Regression-to-the-mean can also result in the effectiveness of speeding countermeasures being over- or understated, if a very short analysis window is used.

A detailed description of these issues and advanced methodologies is beyond the scope of this ePrimer and is outside the staff expertise of many rural transportation agencies. However, many of the analysis concerns and caveats are alleviated or eliminated by collecting crash data over longer time periods (e.g., 5 years or more). A good comprehensive resource for practitioners wanting to learn more about crash data analyses best practices, including network screening methods, is the *Highway Safety Manual*.

Example 3-2: Crash Analysis Calculations

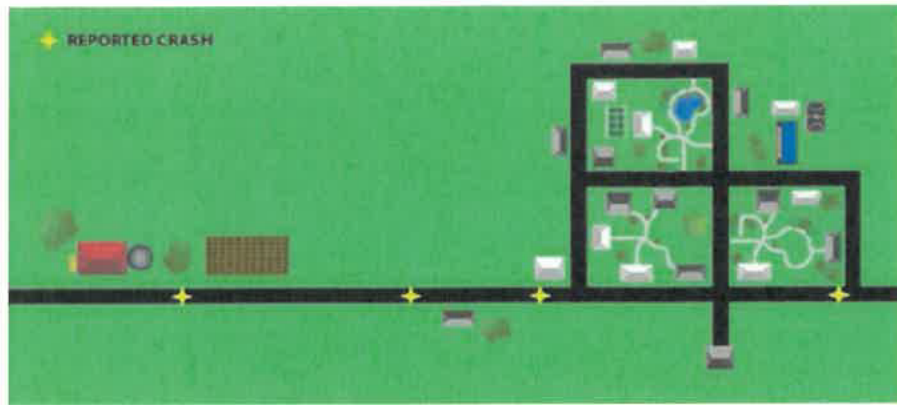


Figure 3-7 Observed crash locations. (Image Source: FHWA)

Figure 3-7 shows locations of observed/reported crashes around the community of Dunshire over a 3-year period. Using the **crash frequency method**, it is noted that four crashes occurred within the study area. Using the **crash clustering approach**, three crashes are clustered near the west community entrance. Two of the crashes were coded as "Speed-related.. The pattern may suggest drivers are unprepared for the changing roadway conditions. Additionally, there is a school located within this area that raises concern for pedestrian and bicyclist safety.

The AADT along the one-mile segment of east-west main street in the study area is 1,000 vehicles per day (vpd). The **Crash rate** for this road segment is thus computed as:

$$\text{Crash Rate} = \frac{3 \text{ crashes} * 1,000,000}{1,000 \text{ vpd} * 365 * 3 \text{ years} * 1 \text{ mile}} = 2.74 \text{ cpmvm}$$

With the calculated crash rate along Main Street of 2.74 crashes per million vehicle miles, the county engineer can now contrast this with the main street crash rates of several nearby communities, which average to 2.23 cpmvm. The higher crash rate in Dunshire, along with the speed-related nature of three of crashes, and proximity to a school are all significant indicators that a speeding issue may exist on the roadway heading into the community.

3.3 Roadway Users and Context Sensitivity

Rural corridors often serve as the Main Street within small communities, and as the land uses transition from rural to town, so does the heightened need for motorist speed compliance. Community land uses include homes, schools, swimming pools, parks, and playgrounds, all of which generate traffic along and across the Main Street by a wide range of users from small children to the elderly, and modes such as vehicles, pedestrians, and bicyclists. In many cases, these users' sense of roadway purpose is strikingly different than that of the pass-through commuter traffic, who only travels through town twice a day and where the majority of the drive from origin to destination is at much higher speeds on roadways outside of the community. This contrast in perspectives heightens the need for speed management within our rural communities and support in balancing both mobility and safety. The practitioner should be mindful of the needs for all users, regardless of mode, they enjoy a safe, accessible, and equitable travel space, and should strive to create a roadway environment that maximizes user mobility, but not at the cost of increased crash fatalities or injuries.

3.4 Resources

3.4.1 Handbook of Simplified Practice for Traffic Studies

Source: www.ctre.iastate.edu/pubs/traffic/handbook

Year: November 2002

Publisher: Institute for Transportation at Iowa State University, Ames, Iowa **Description:** The handbook provides a layperson's guide to traffic studies which include:

- Spot speed.
- Traffic volume counts.
- Sight distance.
- Crash analysis.
- School zone program.

Each study includes step-by-step instructions, real-world examples, and a template project work order.

3.4.2 Roadway Safety Data Toolbox

Source: www.fhwa.dot.gov/safety/data-analysis-tools/rsdp/rsdp-tools

Year: 2017

Publisher: Federal Highway Administration

Description: The Roadway Safety Data Toolbox, and the associated Roadway Safety Data Portal, provides practitioners with a comprehensive access to state-of-the-art tools utilized in crash analysis and speeding-related crash problem identification. The toolbox contains multiple sections, centered around crash data collection, crash data management, and crash data analysis. There is also a section on cutting edge resources and future research needs. While many of these tools and techniques are applicable to the rural community transportation professional, some may rely on data sets and/or resources that are not accessible by smaller transportation agencies.

3.4.3 Every Day Counts, Round 4: Data-Drive Safety Analysis Resource Page

Source: https://www.fhwa.dot.gov/innovation/everydaycounts/edc_4/ddsa.cfm

Year: 2017

Publisher: Federal Highway Administration

Description: Traditional crash and roadway analysis methods mostly rely on subjective or limited quantitative measures of safety performance. This makes it difficult to calculate safety impacts alongside other criteria when planning projects. Data-driven safety analysis employs newer, evidence-based models that provide state and local agencies with the means to quantify safety impacts similar to the way they do other impacts such as environmental effects, traffic operations and pavement life.

The analyses provide scientifically sound, data-driven approaches to identifying high-risk roadway features and executing the most beneficial projects with limited resources to achieve fewer fatal and serious injury crashes. Through round four of Every Day Counts, this effort focuses on both predictive and systemic analyses—two types of data-driven approaches that state and local agencies can implement individually or in combination.

3.4.4 Improving Safety on Rural Local and Tribal Roads Safety Toolkit

Source: <https://highways.dot.gov/safety/local-rural/improving-safety-rural-local-and-tribal-roads-safety-toolkit>

Year: August 2014

Publisher: Federal Highway Administration

Description: The Safety Toolkit provides a step-by-step process to assist local agency and Tribal practitioners in completing traffic safety analyses, identify safety issues, countermeasures to address them, and an implementation process. Each step in the Toolkit contains a set of tools, examples, and links to resources appropriate to the needs of safety practitioners. The report presents a seven-step safety analysis process based on a similar process developed in the Highway Safety Manual. The seven steps are: compile data; conduct network screening; select sites for investigation; diagnose site conditions and identify countermeasures; prioritize countermeasures for implementation; implement countermeasures; and evaluate effectiveness of implemented countermeasures. There are two accompanying User Guides which present step-by-step processes of example scenarios.

3.4.5 Improving Safety on Rural Local and Tribal Roads Safety Toolkit - Site Safety Analysis - User Guide #1

Source: https://safety.fhwa.dot.gov/local_rural/training/fhwasa14073/

Year: August 2014

Publisher: Federal Highway Administration

Description: The Site Safety Analysis (User Guide #1) demonstrates the step-by-step safety analysis process presented in Improving Safety on Rural Local and Tribal Roads - Safety Toolkit. This report specifically addresses how to study crash conditions at a curve on a rural roadway. The *User Guide* provides example applications of five Toolkit steps: compile data; diagnose site conditions and identify countermeasures; prioritize countermeasures for implementation; implement countermeasures; and evaluate effectiveness of implemented countermeasures.

3.4.6 Improving Safety on Rural Local and Tribal Roads Safety Toolkit - Network Safety Analysis - User Guide #2

Source: <https://highways.dot.gov/safety/local-rural/improving-safety-rural-local-and-tribal-roads-network-safety-analysis-user-guide>

Year: August 2014

Publisher: Federal Highway Administration

Description: The Network Safety Analysis (*User Guide #2*) presents an example scenario and step-by-step solution for studying safety conditions and identifying potential treatments at unsignalized intersections on a network. This *User Guide* demonstrates how to conduct network screening, select sites for further investigation, conduct safety diagnosis, select countermeasures, and prioritize and implement improvements. The *User Guide* provides example applications of all seven steps in the Improving Safety on Rural Local and Tribal Roads - Safety Toolkit (FHWA-SA-14-072): compile data; conduct network screening; select sites for investigation; diagnose site conditions and identify countermeasures; prioritize countermeasures for implementation; implement countermeasures; and evaluate effectiveness of implemented countermeasures.

3.5 References

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◀ 2. Speed Management Planning

4. Setting Transition Zones ▶

Speed Management ePrimer for Rural Transition Zones and Town Centers

1. Introduction
2. Speed Management Planning
- 3. Collecting/Analyzing Speed and Crash Data**
4. Setting Transition Zones
5. Countermeasures
6. Selected Speed Management Case Studies

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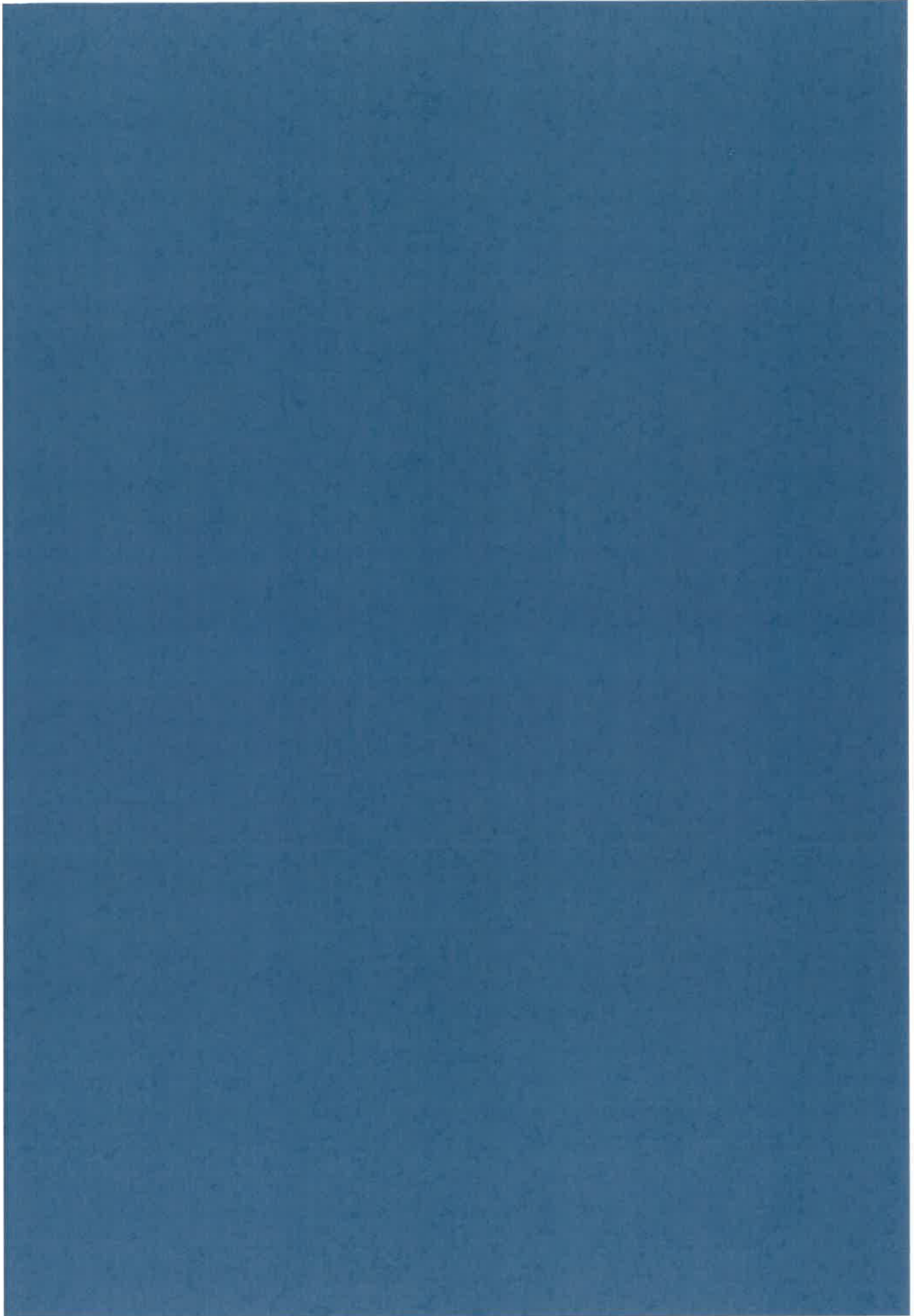
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Blue Card Training FY23 Assistance to Firefighters Grant (AFG) Middleton Fire Department

Description

The Middleton Fire Department has been awarded funding as part of a regional training initiative through the FY23 Assistance to Firefighters Grant (AFG), administered by the Lynnfield Fire Department. This grant supports training in Blue Card, a nationally recognized incident command system designed to enhance operational consistency, critical decision-making, and firefighter safety during emergency responses.

Program Overview

Blue Card certification is a two-phase process:

- Phase 1: 50 hours of online instruction
- Phase 2: 24 hours of simulation-based, hands-on training

The department's goal is to certify 35 Middleton Fire Department members, providing them with essential command and control skills applicable to both fireground and EMS incidents.

Regional Grant Partners

- Lynnfield Fire Department (Grant Administrator)
- Danvers Fire Department
- Peabody Fire Department
- North Reading Fire Department
- Middleton Fire Department

Total Grant Award

\$788,200 (Regional Grant Total)

Grant Objectives

- Certify 20 local instructors through a Train-the-Trainer program
- Establish a locally based Command Training Center
- Provide Blue Card certification for 140 personnel, including 35 from Middleton

Training Requirements & Compensation Plan

- License Fee: \$585 per participant
- Online Training (50 hours):
 - 50% completed while on duty
 - 50% completed off duty
 - Off-duty hours (up to 25) compensated at the member's overtime rate
- Simulation Training (24 hours):
 - Compensated at the overtime rate if completed off duty
 - If completed on duty, backfill coverage will be funded through the grant

Program Benefits

Upon completion, certified members will operate under a standardized framework for incident management, improving consistency, safety, and coordination across all participating departments and enhancing the region's emergency response capabilities.

Rec'd 7/22/28

9

To: Rieko Hayashi (EOHLC)

Re: Eugenia Laski
3 Cranberry Ln.
Middletown, MA 01949
631-235-7216

Conveyance Notice, to sell ^{LIP} unit.

2 BR / 429

167,000

1.62 x 160,900



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF HOUSING &
LIVABLE COMMUNITIES**

Maura T. Healey, Governor Kimberley Driscoll, Lt. Governor Jennifer D. Maddox, Undersecretary

SELLING YOUR LOCAL INITIATIVE PROGRAM HOME

Dear Local Initiative Program (LIP) Homeowner:

The following is a summary on how to sell your home under the LIP program. ***We wish to emphasize that before you may begin the process of selling your LIP unit, your town/city and the Executive Office of Housing and Livable Communities (EOHLC) must review your written request to sell, and issue a written response.***

To begin the review process, please mail the following information to both your town/city and EOHLC:

Written notice of your intent to sell (Conveyance Notice). Your written notice should include your name, the property address and a phone number where you can be reached during the day.

A copy of the **Deed Rider** for your LIP Mortgage. If you did not keep a copy, you can obtain one at your local Registry of Deeds.

A clear **color photograph** of the exterior of your LIP unit for posting on the EOHLC Affordable Units for Sale web page.

A copy of the completed **Property Information Form** (attached).

The above documents should be mailed to the following address:

The Executive Office of Housing and Livable Communities
100 Cambridge Street, Suite 300
Boston, MA 02114
Attn: Division of Housing Development – LIP Program

Please contact your town or city hall for information on who will handle your resale request.

You may inquire at the Board of Selectmen's office, the Housing Authority or the Planning Department.

RESALE PROPERTY INFORMATION FORM

Please complete this form and return with your letter of intent to sell

Seller Name: Eugenia Laski
 Address: 3 Cranberry Ln. Middletown MA 01949
 Phone: Day: 631-235-7216 Evening: same
 Email: paragena@aol.com
 Primary Contact: Eugenia Laski
 Phone: Day: 631-235-7216 Evening: same
 Seller's Attorney: Joseph T. Keyes 989 Main St. N. Reading MA
 Name of Development: North Meadow Village
 # of Units/Homes in Development: 42 Size of Home: 2200 sq. ft. Age of Home: 7 1/2 years

Style of Home: (Check One)

- ☐ Single Family Condominium/Association Fee, if applicable: \$425 per month
☒ Town Home Estimated Annual Taxes: \$2900 per year
☐ Detached Condominium ☒ Town Water ☒ Septic System
☐ Garden Style Condominium

Condo Association: RowCall LLC Management
 Contact Name: Ashley Flewelling - ashleyflewelling@rowco.com
 Address: 55 Lake St. 4th Fl Suite 5 Nashua NH 03060
 Phone: Day: 603-691-8545 Evening: _____

About the Unit: # of Bedrooms: ☐ One ☒ Two ☐ Three
 # of Bathrooms: ☐ 1 ☐ 1 1/2 ☐ 2 ☒ 2 1/2
 Garage: ☒ Yes, # of cars 1 or (2) (circle one) ☐ No
 Basement: ☒ Yes ☐ No
 Heat (check one): ☐ Gas ☐ Electric ☐ Oil ☒ Forced Hot Air ☐ Forced Hot Water

Appliances included in home sale:

Refrigerator	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No - Not Sure
Stove/Oven	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No - Not Sure
Microwave	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No - Not Sure
Dishwasher	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No - Not Sure
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No - Not Sure
Washer/Dryer	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No - Not Sure

Central Air Conditioning: ☒ Yes ☐ No

Hard Wood Floors: ☐ Yes ☒ No

Please list any other applicable description of the unit:

Washer/Dryer 1st Fl, 1st Fl Walking in Shower, Ramp Garaget Kitchen
will Remove if not require

3 Cranberry Ln. Riddleton, MA



3 Cranberry Ln Middleton MA



LOCAL INITIATIVE PROGRAM
AFFORDABLE HOUSING DEED RIDER

*For Projects in Which
Affordability Restrictions Survive Foreclosure*

made part of that certain deed (the "Deed") of certain property (the "Property") from _____ ("Grantor") to _____ ("Owner") dated _____, 200_. The Property is located in the City/Town of _____ (the "Municipality").

RECITALS

WHEREAS, the Grantor is conveying that certain real property more particularly described in the Deed to the Owner at a consideration which is less than the fair market value of the Property; and

WHEREAS, the Property is part of a project which was: [check all that are applicable]

- (i) ☐ granted a Comprehensive Permit under Massachusetts General Laws Chapter 40B, Sections 20-23, from the Board of Appeals of the Municipality or the Housing Appeals Committee and recorded/filed with the _____ County Registry of Deeds/Registry District of Land Court (the "Registry") in Book _____, Page _____/Document No. _____ (the "Comprehensive Permit");
- (ii) ☐ subject to a Regulatory Agreement among _____ (the "Developer"), [☐] Massachusetts Housing Finance Agency ("MassHousing"), [☐] the Massachusetts Department of Housing and Community Development ("DHCD") [☐] the Municipality; and [☐], dated _____ and recorded/filed with the Registry in Book _____, Page _____/as Document No. _____ (the "Regulatory Agreement"); and
- (iii) ☒ subsidized by the federal or state government under the Local Initiative Program, a program to assist construction of low or moderate income housing the "Program"; and

WHEREAS, pursuant to the Program, eligible purchasers such as the Owner are given the opportunity to purchase residential property at less than its fair market value if the purchaser agrees to certain use and transfer restrictions, including an agreement to occupy the property as a principal residence and to convey the property for an amount not greater than a maximum resale price, all as more fully provided herein; and

WHEREAS, DHCD (singly, or if more than one entity is listed, collectively, the "Monitoring Agent") is obligated by the Program or has been retained to monitor compliance with and to enforce the terms of this Deed Rider, and eligible purchasers such as the Owner may be required to pay to the Monitoring Agent, or its successor, a small percentage of the resale price upon the Owner's conveyance of the Property, as set out in the Regulatory Agreement and as more fully provided herein; and

WHEREAS, the rights and restrictions granted herein to the Monitoring Agent and the Municipality serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income and in the restricting of the resale price of property in order to assure its affordability by future low and moderate income purchasers.

NOW, THEREFORE, as further consideration for the conveyance of the Property at less than fair market value, the Grantor and the Owner, including his/her/their heirs, successors and assigns, hereby agree that the Property shall be subject to the following rights and restrictions which are imposed for the benefit of, and shall be enforceable by, the Municipality and the Monitoring Agent, and, if DHCD is a party to the Regulatory Agreement and is not the Monitoring Agent, by DHCD.

1. Definitions. In this Deed Rider, in addition to the terms defined above, the following words and phrases shall have the following meanings:

Affordable Housing Fund means a fund established by the Municipality for the purpose of reducing the cost of housing for Eligible Purchasers or for the purpose of encouraging, creating, or subsidizing the construction or rehabilitation of housing for Eligible Purchasers or, if no such fund exists, a fund established by the Municipality pursuant to Massachusetts General Laws Chapter 44 Section 53A, et seq.

Applicable Foreclosure Price shall have the meaning set forth in Section 7(b) hereof.

Appropriate Size Household means a household containing a number of members equal to the number of bedrooms in the Property plus one.

Approved Capital Improvements means the documented commercially reasonable cost of extraordinary capital improvements made to the Property by the Owner; provided that the Monitoring Agent shall have given written authorization for incurring such cost prior to the cost being incurred and that the original cost of such improvements shall be discounted over the course of their useful life.

Area means the Primary Metropolitan Statistical Area or non-metropolitan area that includes the Municipality, as determined by HUD, which in this case is _____.

Area Median Income means the most recently published median income for the Area adjusted for household size as determined by HUD. If HUD discontinues publication of Area Median Income, the income statistics used by MassHousing for its low and moderate income housing programs shall apply.

Base Income Number means the Area Median Income for a four (4)-person household.

Chief Executive Officer shall mean the Mayor in a city or the Board of Selectmen in a town unless some other municipal office is designated to be the chief executive officer under the provisions of a local charter.

Closing shall have the meaning set forth in Section 5(b) hereof.

Compliance Certificate shall have the meaning set forth in Section 6(a) hereof.

Conveyance Notice shall have the meaning set forth in Section 4(a) hereof.

Eligible Purchaser means an individual or household earning no more than eighty percent (80%) of Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) and owning assets not in excess of the limit set forth in the Program Guidelines. To be considered an Eligible Purchaser, the individual or household must intend to occupy and thereafter must occupy the Property as his, her or their principal residence and must provide to the Monitoring Agent such certifications as to income, assets and residency as the Monitoring Agent may require to determine eligibility as an Eligible Purchaser. An Eligible Purchaser shall be a First-Time Homebuyer if required by the Program and as specified in the Regulatory Agreement.

First-Time Homebuyer means an individual or household, of which no household member has had an ownership interest in a principal residence at any time during the three (3)-year period prior to the date of qualification as an Eligible Purchaser, except that (i) any individual who is a displaced homemaker (as may be defined by DHCD) (ii) and any individual age 55 or over (applying for age 55 or over housing) shall not be excluded from consideration as a First-Time Homebuyer under this definition on the basis that the individual, owned a home or had an ownership interest in a principal residence at any time during the three (3)-year period.

Foreclosure Notice shall have the meaning set forth in Section 7(a) hereof.

HUD means the United States Department of Housing and Urban Development.

Ineligible Purchaser means an individual or household not meeting the requirements to be eligible as an Eligible Purchaser.

Maximum Resale Price means the sum of (i) the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, plus (ii) the Resale Fee and any necessary marketing

expenses (including broker's fees) as may have been approved by the Monitoring Agent, plus (iii) Approved Capital Improvements, if any (the original cost of which shall have been discounted over time, as calculated by the Monitoring Agent); provided that in no event shall the Maximum Resale Price be greater than the purchase price for which a credit-worthy Eligible Purchaser earning seventy percent (70%) of the Area Median Income (or, if checked [] _____ percent (___%) of Area Median Income, as required by the Program) for an Appropriate Size Household could obtain mortgage financing (as such purchase price is determined by the Monitoring Agent using the same methodology then used by DHCD for its Local Initiative Program or similar comprehensive permit program); and further provided that the Maximum Resale Price shall not be less than the purchase price paid for the Property by the Owner unless the Owner agrees to accept a lesser price.

Monitoring Services Agreement means any Monitoring Services Agreement for monitoring and enforcement of this Deed Rider among some or all of the Developer, the Monitoring Agent, the Municipality, MassHousing and DHCD.

Mortgage Satisfaction Amount shall have the meaning set forth in Section 7(b) hereof.

Mortgagee shall have the meaning set forth in Section 7(a) hereof.

Program Guidelines means the regulations and/or guidelines issued for the applicable Program and controlling its operations, as amended from time to time.

Resale Fee means a fee of 2% of the Base Income Number (at the time of resale) multiplied by the Resale Price Multiplier, to be paid to the Monitoring Agent as compensation for monitoring and enforcing compliance with the terms of this Deed Rider, including the supervision of the resale process.

Resale Price Certificate means the certificate issued as may be specified in the Regulatory Agreement and recorded with the first deed of the Property from the Developer, or the subsequent certificate (if any) issued as may be specified in the Regulatory Agreement, which sets forth the Resale Price Multiplier to be applied on the Owner's sale of the Property, as provided herein, for so long as the restrictions set forth herein continue. In the absence of contrary specification in the Regulatory Agreement the Monitoring Agent shall issue the certificate.

Resale Price Multiplier means the number calculated by dividing the Property's initial sale price by the Base Income Number at the time of the initial sale from the Developer to the first Eligible Purchaser. The Resale Price Multiplier will be multiplied by the Base Income Number at the time of the Owner's resale of the Property to determine the Maximum Resale Price on such conveyance subject to adjustment for the Resale Fee, marketing expenses and Approved Capital Improvements. In the event that the purchase price paid for the Property by the Owner includes such an adjustment a new Resale Price Multiplier will be recalculated by the Monitoring Agent by dividing the purchase price so paid by the Base Income Number at the time of such purchase,

and a new Resale Price Certificate will be issued and recorded reflecting the new Resale Price Multiplier. A Resale Price Multiplier of _____ is hereby assigned to the Property.

Term means in perpetuity, unless earlier terminated by (i) the termination of the term of affordability set forth in the Regulatory Agreement or Comprehensive Permit, whichever is longer; or (ii) the recording of a Compliance Certificate and a new Deed Rider executed by the purchaser in form and substance substantially identical to this Deed Rider establishing a new term.

2. Owner-Occupancy/Principal Residence. The Property shall be occupied and used by the Owner's household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.

3. Restrictions Against Leasing, Refinancing and Junior Encumbrances. The Property shall not be leased, rented, refinanced, encumbered (voluntarily or otherwise) or mortgaged without the prior written consent of the Monitoring Agent; provided that this provision shall not apply to a first mortgage granted on the date hereof in connection with this conveyance from Grantor to Owner securing indebtedness not greater than one hundred percent (100%) of the purchase price. Any rents, profits, or proceeds from any transaction described in the preceding sentence which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys' fees. Upon recovery, after payment of costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund. In the event that the Monitoring Agent consents for good cause to any such lease, refinancing, encumbrance or mortgage, it shall be a condition to such consent that all rents, profits or proceeds from such transaction, which exceed the actual carrying costs of the Property as determined by the Monitoring Agent, shall be paid to the Municipality for deposit to its Affordable Housing Fund.

4. Options to Purchase. (a) When the Owner or any successor in title to the Owner shall desire to sell, dispose of or otherwise convey the Property, or any portion thereof, the Owner shall notify the Monitoring Agent and the Municipality in writing of the Owner's intention to so convey the Property (the "Conveyance Notice"). Upon receipt of the Conveyance Notice, the Monitoring Agent shall (i) calculate the Maximum Resale Price which the Owner may receive on the sale of the Property based upon the Base Income Number in effect as of the date of the Conveyance Notice and the Resale Price Multiplier set forth in the most recently recorded Resale Price Certificate together with permissible adjustments for the Resale Fee, marketing expenses and Approved Capital Improvements (as discounted), and (ii) promptly begin marketing efforts. The Owner shall fully cooperate with the Monitoring Agent's efforts to locate an Eligible Purchaser and, if so requested by the Monitoring Agent, shall hire a broker selected by the Monitoring Agent to assist in locating an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price after entering a purchase and sale

agreement. Pursuant to such agreement, sale to the Eligible Purchaser at the Maximum Resale Price shall occur within ninety (90) days after the Monitoring Agent receives the Conveyance Notice or such further time as reasonably requested to arrange for details of closing. If the Owner fails to cooperate in such resale efforts, including a failure to agree to reasonable terms in the purchase and sale agreement, the Monitoring Agent may extend the 90-day period for a period commensurate with the time the lack of cooperation continues, as determined by the Monitoring Agent in its reasonable discretion. In such event, the Monitoring Agent shall give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period.

(b) The Monitoring Agent shall ensure that diligent marketing efforts are made to locate an Eligible Purchaser ready, willing and able to purchase the Property at the Maximum Resale Price within the time period provided in subsection (a) above and to enter the requisite purchase and sale agreement. If more than one Eligible Purchaser is located, the Monitoring Agent shall conduct a lottery or other like procedure to determine which Eligible Purchaser shall be entitled to enter a purchase and sale agreement with Owner and to purchase the Property. Preference shall be given to Appropriate Size Households. The procedure for marketing and selecting an Eligible Purchaser shall be approved as provided in the Regulatory Agreement and any applicable Program Guidelines. If an Eligible Purchaser is located within ninety (90) days after receipt of the Conveyance Notice, but such Eligible Purchaser proves unable to secure mortgage financing so as to be able to complete the purchase of the Property pursuant to the purchase and sale agreement, following written notice to Owner within the 90-day period the Monitoring Agent shall have an additional sixty (60) days to locate another Eligible Purchaser who will enter a purchase and sale agreement and purchase the Property by the end of such sixty (60)-day period or such further time as reasonably requested to carry out the purchase and sale agreement.

(c) In lieu of sale to an Eligible Purchaser, the Monitoring Agent or the Municipality or designee shall also have the right to purchase the Property at the Maximum Resale Price, in which event the purchase and sale agreement shall be entered, and the purchase shall occur within ninety (90) days after receipt of the Conveyance Notice or, within the additional sixty (60)-day period specified in subsection (b) above, or such further time as reasonably requested to carry out the purchase and sale agreement. Any lack of cooperation by Owner in measures reasonably necessary to effect the sale shall extend the 90-day period by the length of the delay caused by such lack of cooperation. The Monitoring Agent shall promptly give Owner written notice of the lack of cooperation and the length of the extension added to the 90-day period. In the event of such a sale to the Monitoring Agent or Municipality or designee, the Property shall remain subject to this Deed Rider and shall thereafter be sold or rented to an Eligible Purchaser as may be more particularly set forth in the Regulatory Agreement.

(d) If an Eligible Purchaser fails to purchase the Property within the 90-day period (or such further time determined as provided herein) after receipt of the Conveyance Notice, and the Monitoring Agent or Municipality or designee does not purchase the Property during said period, then the Owner may convey the Property to an Ineligible Purchaser no earlier than thirty (30) days after the end of said period at the Maximum Resale Price, but subject to all rights and

restrictions contained herein; provided that the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner agrees to execute, to secure execution by the Ineligible Purchaser and to record with the Deed; and further provided that, if more than one Ineligible Purchaser is ready, willing and able to purchase the Property the Owner will give preference and enter a purchase and sale agreement with any individuals or households identified by the Monitoring Agent as an Appropriate Size Household earning more than eighty percent (80%) but less than one hundred twenty percent (120%) of the Area Median Income.

(e) The priority for exercising the options to purchase contained in this Section 4 shall be as follows: (i) an Eligible Purchaser located and selected by the Monitoring Agent, as provided in subsection (b) above, (ii) the Municipality or its designee, as provided in subsection (c) above, and (iii) an Ineligible Purchaser, as provided in subsection (d) above.

(f) Nothing in this Deed Rider or the Regulatory Agreement constitutes a promise, commitment or guarantee by DHCD, MassHousing, the Municipality or the Monitoring Agent that upon resale the Owner shall actually receive the Maximum Resale Price for the Property or any other price for the Property.

(g) The holder of a mortgage on the Property is not obligated to forbear from exercising the rights and remedies under its mortgage, at law or in equity, after delivery of the Conveyance Notice.

5. **Delivery of Deed.** (a) In connection with any conveyance pursuant to an option to purchase as set forth in Section 4 above, the Property shall be conveyed by the Owner to the selected purchaser by a good and sufficient quitclaim deed conveying a good and clear record and marketable title to the Property free from all encumbrances except (i) such taxes for the then current year as are not due and payable on the date of delivery of the deed, (ii) any lien for municipal betterments assessed after the date of the Conveyance Notice, (iii) provisions of local building and zoning laws, (iv) all easements, restrictions, covenants and agreements of record specified in the deed from the Owner to the selected purchaser, (v) such additional easements, restrictions, covenants and agreements of record as the selected purchaser consents to, such consent not to be unreasonably withheld or delayed, (vi) the Regulatory Agreement, and (vii), except as otherwise provided in the Compliance Certificate, a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the selected purchaser, and to record with the deed. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the selected purchaser or the enforceability of the restrictions herein.

(b) Said deed, including the approved Deed Rider, shall be delivered and the purchase price paid (the "Closing") at the Registry, or at the option of the selected purchaser, exercised by written notice to the Owner at least five (5) days prior to the delivery of the deed, at such other place as the selected purchaser may designate in said notice. The Closing shall occur at such

time and on such date as shall be specified in a written notice from the selected purchaser to the Owner, which date shall be at least five (5) days after the date on which such notice is given, and no later than the end of the time period specified in Section 4(a) above.

(c) To enable Owner to make conveyance as herein provided, Owner may, if Owner so desires at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments with respect thereto to be recorded simultaneously with the delivery of said deed. Nothing contained herein as to the Owner's obligation to remove defects in title or to make conveyance or to deliver possession of the Property in accordance with the terms hereof, as to use of proceeds to clear title or as to the election of the selected purchaser to take title, nor anything else in this Deed Rider shall be deemed to waive, impair or otherwise affect the priority of the rights herein over matters appearing of record, or occurring, at any time after the recording of this Deed Rider, all such matters so appearing or occurring being subject and subordinate in all events to the rights herein.

(d) Water and sewer charges and taxes for the then current tax period shall be apportioned and fuel value shall be adjusted as of the date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the selected purchaser.

(e) Full possession of the Property free from all occupants is to be delivered at the time of the Closing, the Property to be then in the same condition as it is in on the date of the execution of the purchase and sale agreement, reasonable wear and tear only excepted.

(f) If Owner shall be unable to give title or to make conveyance as above required, or if any change of condition in the Property not included in the above exception shall occur, then Owner shall be given a reasonable time not to exceed thirty (30) days after the date on which the Closing was to have occurred in which to remove any defect in title or to restore the Property to the condition herein required. The Owner shall use best efforts to remove any such defects in the title, whether voluntary or involuntary, and to restore the Property to the extent permitted by insurance proceeds or condemnation award. The Closing shall occur fifteen (15) days after notice by Owner that such defect has been cured or that the Property has been so restored. The selected purchaser shall have the election, at either the original or any extended time for performance, to accept such title as the Owner can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which case the Owner shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the Property shall have been damaged by fire or casualty insured against or if a portion of the Property shall have been taken by a public authority, then the Owner shall, unless the Owner has previously restored the Property to its former condition, either:

(A) pay over or assign to the selected purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance or condemnation award less any amounts reasonably expended by the Owner for any partial restoration, or

(B) if a holder of a mortgage on the Property shall not permit the insurance proceeds or the condemnation award or part thereof to be used to restore the Property to its former condition or to be so paid over or assigned, give to the selected purchaser a credit against the purchase price, on delivery of the deed, equal to said amounts so retained by the holder of the said mortgage less any amounts reasonably expended by the Owner for any partial restoration.

6. Resale and Transfer Restrictions. (a) Except as otherwise provided herein, the Property or any interest therein shall not at any time be sold by the Owner, or the Owner's successors and assigns, and no attempted sale shall be valid, unless the aggregate value of all consideration and payments of every kind given or paid by the selected purchaser of the Property for and in connection with the transfer of such Property, is equal to or less than the Maximum Resale Price for the Property, and unless a certificate (the "Compliance Certificate") is obtained and recorded, signed and acknowledged by the Monitoring Agent which Compliance Certificate refers to the Property, the Owner, the selected purchaser thereof, and the Maximum Resale Price therefor, and states that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and unless there is also recorded a new Deed Rider executed by the selected purchaser, which new Deed Rider is identical in form and substance to this Deed Rider.

(b) The Owner, any good faith purchaser of the Property, any lender or other party taking a security interest in such Property and any other third party may rely upon a Compliance Certificate as conclusive evidence that the proposed conveyance, sale or transfer of the Property to the selected purchaser is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider, and may record such Compliance Certificate in connection with the conveyance of the Property.

(c) Within ten (10) days of the closing of the conveyance of the Property from the Owner to the selected purchaser, the Owner shall deliver to the Monitoring Agent a copy of the Deed of the Property, including the deed rider, together with recording information. Failure of the Owner, or Owner's successors or assigns to comply with the preceding sentence shall not affect the validity of such conveyance or the enforceability of the restrictions herein.

7. Survival of Restrictions Upon Exercise of Remedies by Mortgagees. (a) The holder of record of any mortgage on the Property (each, a "Mortgagee") shall notify the Monitoring Agent, the Municipality and any senior Mortgagee(s) in the event of any default for which the Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"), which notice shall be sent to the Monitoring Agent and the Municipality as set forth in this Deed Rider, and to the senior Mortgagee(s) as set forth in such senior Mortgagee's mortgage, not less than one hundred twenty (120) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to this Deed Rider.

(b) The Owner grants to the Municipality or its designee the right and option to purchase the Property upon receipt by the Municipality of the Foreclosure Notice. In the event that the Municipality intends to exercise its option, the Municipality or its designee shall purchase the Property within one hundred twenty (120) days of receipt of such notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Mortgagee's mortgage, together with the outstanding principal balance(s) of any note(s) secured by mortgage(s) senior in priority to such mortgage (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated at the time of the granting of the mortgage) plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (the "Mortgage Satisfaction Amount"), and (ii) the Maximum Resale Price (which for this purpose may be less than the purchase price paid for the Property by the Owner)(the greater of (i) and (ii) above herein referred to as the "Applicable Foreclosure Price"). The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over such foreclosing Mortgagee's mortgage, and further subject to a Deed Rider identical in form and substance to this Deed Rider which the Owner hereby agrees to execute, to secure execution by the Municipality or its designee, and to record with the deed, except that (i) during the term of ownership of the Property by the Municipality or its designee the owner-occupancy requirements of Section 2 hereof shall not apply (unless the designee is an Eligible Purchaser), and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by the Municipality or its designee, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance from the Owner to the Municipality or its designee or the enforceability of the restrictions herein.

(c) Not earlier than one hundred twenty (120) days following the delivery of the Foreclosure Notice to the Monitoring Agent, the Municipality and any senior Mortgagee(s) pursuant to subsection (a) above, the foreclosing Mortgagee may conduct the foreclosure sale or accept a deed in lieu of foreclosure. The Property shall be sold and conveyed in its then-current "as is, where is" condition, without representation or warranty of any kind, direct or indirect, express or implied, and with the benefit of and subject to all rights, rights of way, restrictions, easements, covenants, liens, improvements, housing code violations, public assessments, any and all unpaid federal or state taxes (subject to any rights of redemption for unpaid federal taxes), municipal liens and any other encumbrances of record then in force and applicable to the Property having priority over the foreclosing Mortgagee's mortgage, and further subject to a Deed Rider, as set forth below.

(d) In the event that the foreclosing Mortgagee conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Property is sold for a price in excess of the greater of the Maximum Resale Price and the Mortgage Satisfaction Amount, such excess shall be paid to the Municipality for its Affordable Housing Fund after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Property, that the Municipality is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the Municipality. To the extent that the Owner possesses any interest in any amount which would otherwise be payable to the Municipality under this paragraph, to the fullest extent permissible by law, the Owner hereby assigns its interest in such amount to the Mortgagee for payment to the Municipality.

(e) If any Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, then the rights and restrictions contained herein shall apply to such Mortgagee upon such acquisition of the Property and to any purchaser of the Property from such Mortgagee, and the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the Mortgagee that has so acquired the Property agrees to annex to the deed and to record with the deed, except that (i) during the term of ownership of the Property by such Mortgagee the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such Mortgagee at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to the Mortgagee or the enforceability of the restrictions herein.

(f) If any party other than a Mortgagee shall acquire the Property by reason of foreclosure or upon conveyance of the Property in lieu of foreclosure, the Property shall be conveyed subject to a Deed Rider identical in form and substance to this Deed Rider, which the foreclosing Mortgagee agrees to annex to the deed and to record with the deed, except that (i) if the purchaser at such foreclosure sale or assignee of a deed in lieu of foreclosure is an Ineligible Purchaser, then during the term of ownership of the Property by such Ineligible Purchaser, the owner-occupancy requirements of Section 2 hereof shall not apply, and (ii) the Maximum Resale Price shall be recalculated based on the price paid for the Property by such third party purchaser at the foreclosure sale, but not greater than the Applicable Foreclosure Price. **Said deed shall clearly state that it is made subject to the Deed Rider which is made part of the deed.** Failure to comply with the preceding sentence shall not affect the validity of the conveyance to such third party purchaser or the enforceability of the restrictions herein.

(g) Upon satisfaction of the requirements contained in this Section 7, the Monitoring Agent shall issue a Compliance Certificate to the foreclosing Mortgagee which, upon recording in the Registry, may be relied upon as provided in Section 6(b) hereof as conclusive evidence

that the conveyance of the Property pursuant to this Section 7 is in compliance with the rights, restrictions, covenants and agreements contained in this Deed Rider.

(h) The Owner understands and agrees that nothing in this Deed Rider or the Regulatory Agreement (i) in any way constitutes a promise or guarantee by MassHousing, DHCD, the Municipality or the Monitoring Agent that the Mortgagee shall actually receive the Mortgage Satisfaction Amount, the Maximum Resale Price for the Property or any other price for the Property, or (ii) impairs the rights and remedies of the Mortgagee in the event of a deficiency.

(i) If a Foreclosure Notice is delivered after the delivery of a Conveyance Notice as provided in Section 4(a) hereof, the procedures set forth in this Section 7 shall supersede the provisions of Section 4 hereof.

8. Covenants to Run With the Property. (a) This Deed Rider, including all restrictions, rights and covenants contained herein, is an affordable housing restriction as that term is defined in Section 31 of Chapter 184 of the Massachusetts General Laws, having the benefit of Section 32 of such Chapter 184, and is enforceable as such. This Deed Rider has been approved by the Director of DHCD.

(b) In confirmation thereof the Grantor and the Owner intend, declare and covenant (i) that this Deed Rider, including all restrictions, rights and covenants contained herein, shall be and are covenants running with the land, encumbering the Property for the Term, and are binding upon the Owner and the Owner's successors in title and assigns, (ii) are not merely personal covenants of the Owner, and (iii) shall enure to the benefit of and be enforceable by the Municipality, the Monitoring Agent and DHCD and their successors and assigns, for the Term. Owner hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts have been satisfied in order for the provisions of this Deed Rider to constitute restrictions and covenants running with the land and that any requirements of privity of estate have been satisfied in full.

9. Notice. Any notices, demands or requests that may be given under this Deed Rider shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the following entities and parties in interest at the addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice.

Municipality:

Grantor:

Owner:

Monitoring Agent[s]

- (1) Director, Local Initiative Program
DHCD
100 Cambridge Street
Suite 300
Boston, MA 02114

(2)

Others:

Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

10. **Further Assurances.** The Owner agrees from time to time, as may be reasonably required by the Monitoring Agent, to furnish the Monitoring Agent upon its request with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Property, information concerning the resale of the Property and other material information pertaining to the Property and the Owner's conformance with the requirements of the Comprehensive Permit, Program and Program Guidelines, as applicable.

11. **Enforcement.** (a) The rights hereby granted shall include the right of the Municipality and the Monitoring Agent to enforce this Deed Rider independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief on account of any violations including without limitation relief requiring restoration of the Property to the condition, affordability or occupancy which existed prior to the violation impacting such condition, affordability or occupancy (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Municipality and the Monitoring Agent.

(b) Without limitation of any other rights or remedies of the Municipality and the Monitoring Agent, or their successors and assigns, in the event of any sale, conveyance or other transfer or occupancy of the Property in violation of the provisions of this Deed Rider, the Municipality and Monitoring Agent shall be entitled to the following remedies, which shall be cumulative and not mutually exclusive:

- (i) specific performance of the provisions of this Deed Rider;
- (ii) money damages for charges in excess of the Maximum Resale Price, if applicable;
- (iii) if the violation is a sale of the Property to an Ineligible Purchaser except as permitted herein, the Monitoring Agent and the Municipality shall have the option to locate an Eligible Purchaser to purchase or itself purchase the Property from the Ineligible Purchaser on the terms and conditions provided herein; the purchase price shall be a price which complies with the provisions of this Deed Rider; specific performance of the requirement that an Ineligible Purchaser shall sell, as herein provided, may be judicially ordered.
- (iv) the right to void any contract for sale or any sale, conveyance or other transfer of the Property in violation of the provisions of this Deed Rider in the absence of a Compliance Certificate, by an action in equity to enforce this Deed Rider; and
- (v) money damages for the cost of creating or obtaining a comparable dwelling unit for an Eligible Purchaser.

(c) In addition to the foregoing, the Owner hereby agrees and shall be obligated to pay all fees and expenses (including legal fees) of the Monitoring Agent and/or the Municipality in the event successful enforcement action is taken against the Owner or Owner's successors or assigns. The Owner hereby grants to the Monitoring Agent and the Municipality a lien on the Property, junior to the lien of any institutional holder of a first mortgage on the Property, to secure payment of such fees and expenses in any successful enforcement action. The Monitoring Agent and the Municipality shall be entitled to seek recovery of fees and expenses incurred in a successful enforcement action of this Deed Rider against the Owner and to assert such a lien on the Property to secure payment by the Owner of such fees and expenses. Notwithstanding anything herein to the contrary, in the event that the Monitoring Agent and/or Municipality fails to enforce this Deed Rider as provided in this Section, DHCD, if it is not named as Monitoring Agent, shall have the same rights and standing to enforce this Deed Rider as the Municipality and Monitoring Agent.

(d) The Owner for himself, herself or themselves and his, her or their successors and assigns, hereby grants to the Monitoring Agent and the Municipality the right to take all actions with respect to the Property which the Monitoring Agent or Municipality may determine to be necessary or appropriate pursuant to applicable law, court order, or the consent of the Owner to prevent, remedy or abate any violation of this Deed Rider.

12. **Monitoring Agent Services; Fees.** The Monitoring Agent shall monitor compliance of the Project and enforce the requirements of this Deed Rider. As partial compensation for providing these services, a Resale Fee [✓] shall [] shall not be payable to the Monitoring Agent on the sale of the Property to an Eligible Purchaser or any other purchaser in

accordance with the terms of this Deed Rider. This fee, if imposed, shall be paid by the Owner herein as a closing cost at the time of Closing, and payment of the fee to the Monitoring Agent shall be a condition to delivery and recording of its certificate, failing which the Monitoring Agent shall have a claim against the new purchaser, his, her or their successors or assigns, for which the Monitoring Agent may bring an action and may seek an attachment against the Property.

13. Actions by Municipality. Any action required or allowed to be taken by the Municipality hereunder shall be taken by the Municipality's Chief Executive Officer or designee.

14. Severability. If any provisions hereof or the application thereof to any person or circumstance are judicially determined, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

15. Independent Counsel. THE OWNER ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

16. Binding Agreement. This Deed Rider shall bind and inure to the benefit of the persons, entities and parties named herein and their successors or assigns as are permitted by this Deed Rider.

17. Amendment. This Deed Rider may not be rescinded, modified or amended, in whole or in part, without the written consent of the Monitoring Agent, the Municipality and the holder of any mortgage or other security instrument encumbering all or any portion of the Property, which written consent shall be recorded with the Registry.

Executed as a sealed instrument this _____ day of _____, 200__.

Grantor:

Owner:

By _____

By _____

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, the _____ of _____ in its capacity as the _____ of _____, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the person whose name is signed on the preceding instrument and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of _____ as _____ of _____.

Notary Public
My commission expires:

MassHousing

Comprehensive Permit Project Eligibility Application

Ferncroft Apartments



35 Village Road, Middleton, MA

Applicant: Ferncroft Apartments LLC

Prepared By: LDS Consulting Group, LLC

Date: July 31, 2025



LDS Consulting Group, LLC 170 Worcester Street, Suite 206, Wellesley, MA 02481

LYNNE D. SWEET, MANAGING MEMBER
617-454-1144

ldsweet@ldsconsultinggroup.com
www.ldsconsultinggroup.com

July 31, 2025

Mike Busby
Jessica Malcolm
MassHousing
Fourth Floor
One Beacon Street
Boston, MA 02108

Re: 35 Village Road, Middleton, MA

Dear Mike and Jessica:

It is my pleasure to provide an application to MassHousing on behalf of Ferncroft Apartments, LLC for Site Eligibility under M.G.L. Chapter 40B for 200 units of mixed-income rental housing. This is the development we discussed on June 10, 2025.

I will mail a hard copy application to the town and a cover letter to EOHLC and send an electronic version to the town planner.

We look forward to answering any questions you may have on this matter and scheduling a site walk.

Thank you for your time and consideration.

Sincerely,
LDS Consulting Group, LLC

By: _____
Lynne D. Sweet, Managing Member

cc: Jennifer Maddox, Deputy Secretary Executive Office of Housing and Livable Communities
(cover letter)

Brian M. Cresta, Chair, Middleton Select Board (complete application)

**Attachments to the Ferncroft Apartments Application
M.G.L. Chapter 40B Project Eligibility Application**

Cover Letter

1. Project Description
2. Project Eligibility Application
 - a. W9 Form
 - b. Proof of Wire
 - c. Proof of MHP Technical Assistance Check
3. Maps and Photographs
 - a. Directions to the Site and Location Map
 - b. Tax Map
 - c. Flood Insurance Rate Map
 - d. Context Photographs
 - e. Aerial of Site
4. Plan Set
 - a. ALTA Existing Conditions Plan
 - b. Preliminary Site Layout Plan
 - c. Preliminary Shared Parking Analysis
5. Preliminary Architectural Plans
 - a. Building, Unit and Facade Plans
 - b. Architects Narrative
6. Tabular Zoning Analysis
7. Evidence of Site Control
 - a. Deed to Ferncroft LLC (Applicant is wholly owned by the same principal)
 - b. Certificate of Organization for Ferncroft Apartments, LLC
8. NEF Lender Letter of Interest from Citizens Bank
9. Market Comparison Study
10. Development Team Qualifications

Ferncroft Apartments | Proposed Residential Community

Middleton, MA | July 11, 2025



SOVEREIGN
PARTNERS

Vanasse & Associates inc
Transportation Engineers & Planners

Weston & Sampson

SMOLAK & VAUGHAN
ATTORNEYS AT LAW



tat **10** **B**

Development Team

2

Developer | Ferncroft Apartments, LLC (Applicant)
William Gentile - Sovereign Partners
William Graham - Sovereign Partners

Civil/Landscape | Weston and Sampson Inc.
Anthony Capachietti, PE

Architect | The Architectural Team, Inc.
Edward R. Bradford, AIA, NCARB LEED AP/Principal
Jiyoun Zieringer AIA, LEED Associate

Traffic Engineer | Vanasse & Associates Inc.
Jeffrey S. Dirk , PE, PTOE, FITE and Daniel LaCivita

Attorney | Smolak & Vaughan, LLP
John Smolak, Partner

M.G.L. Chapter 40B Consultant | LDS Consulting Group, LLC
Lynne D. Sweet, Management Member

Need for Affordable Housing

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- The Subsidized Housing Inventory ("SHI") was 5.10% per the Executive Office of Housing and Livable Communities ("HLC") on January 17, 2025
- 40% of Middleton renters are rent burdened and 25.4% are severely rent burdened
- The proposed development is consistent with Middleton's 2019 Housing Production Plan:
 - Middleton's population is aging and suggests that the Town diversify housing options for older households to age-in-place as well as younger householders entering the market.
 - Goal to encourage affordable housing Development
- The site is mapped within the proposed MBTA Communities Zone
- According to the Commonwealth Beacon, MA faces a 200,000-home shortage to meet demand by 2030
- The Massachusetts Housing Partnership estimates Greater Boston is about 38,000 housing units short of what we need today — a gap that will grow to 90,000 in the next decade if we don't step up production. The Boston metro area produced 275,000 new jobs, but only 108,000 new homes

Affordability

5

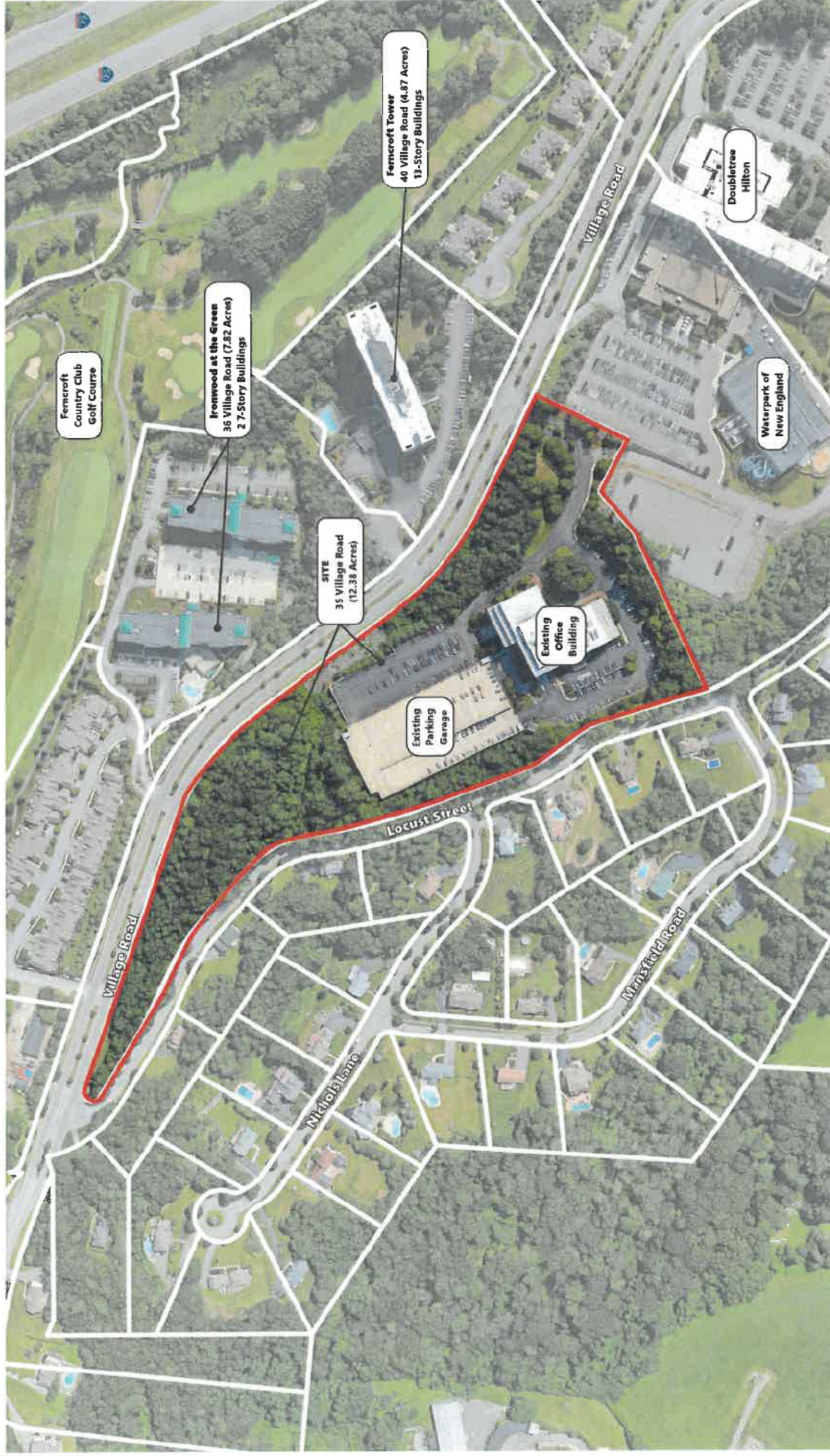
- 25% of all units (50 units) will be affordable to households earning at or below 80% of the Area Median Income. Therefore, all the units will count on the SHI and it will most likely put the town over 10%.
- 70% of the affordable units may have a local preference if approved by MassHousing
- All the units will be affordable in perpetuity
- Affordable and market rate units will have the same finishes
- The initial lease up of the affordable units will be based on a MassHousing approved marketing plan. The lottery and subsequent yearly income certifications and reporting will be handled by a local company.

Proposed Project

- 200 Rental Units - 2 new buildings
 - Building A: 94 Units, 5 stories
 - Building B: 106 Units, 5 & 6 stories
 - Unit Breakdown
 - 139 (69.5%) one bedroom
 - 41 (20.5%) two bedroom
 - 20 (10%) three bedroom units
 - All units visitable, 5% will meet Group 2 standards per 521 CMR (MAAB)
 - Class A apartment finishes in units, open concept floor plans
- Shared amenities include existing features at the adjacent office building—such as an indoor fitness center, golf simulator, and outdoor seating—as well as new amenities at the proposed residential buildings, including an on-site leasing office, roof decks, and outdoor gathering spaces.
- Affordable & market rate units will have the same finishes
- Combination of new parking, and shared parking in existing parking garage
- Dark sky compliant lighting

Existing Conditions

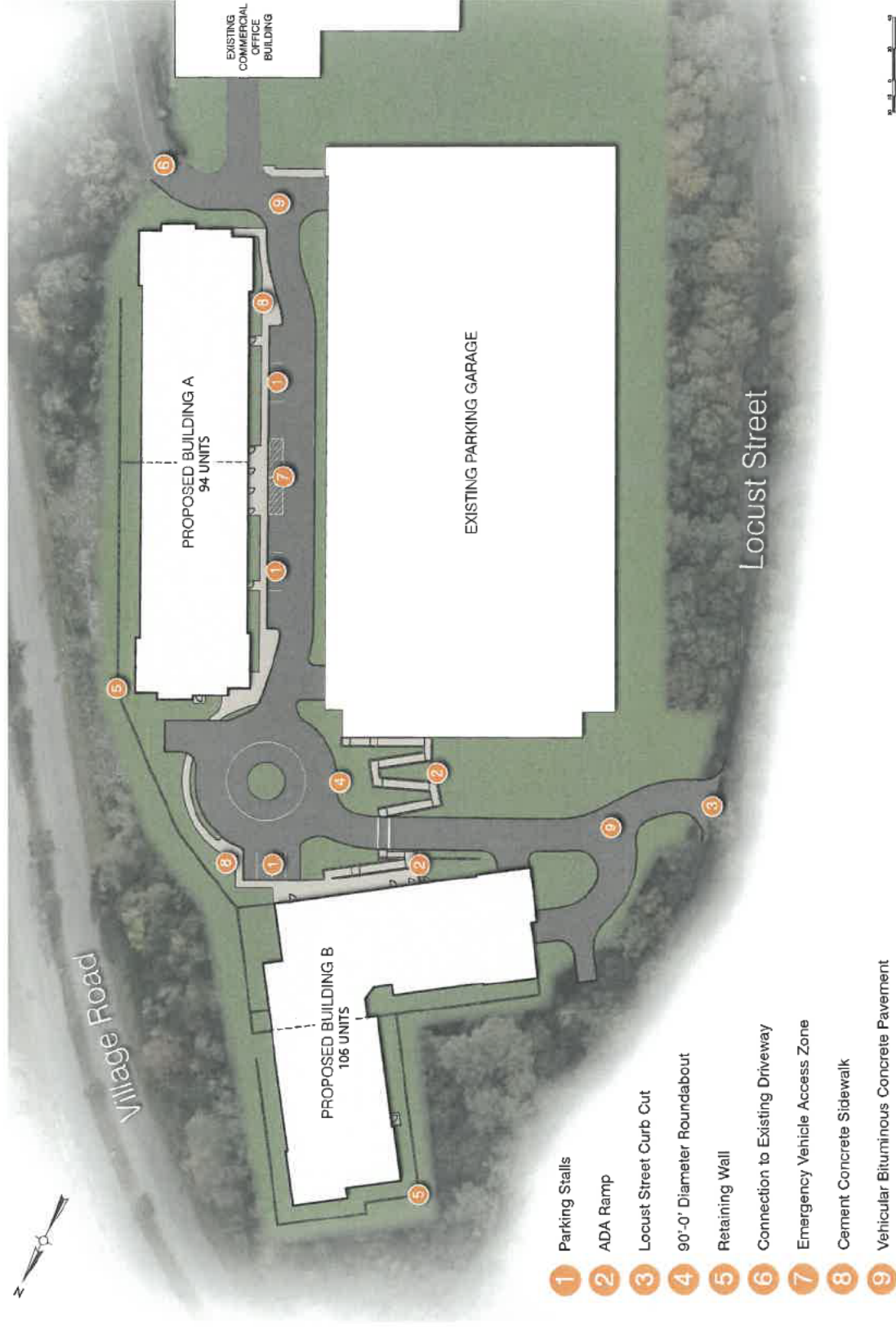
7





Proposed Site Plan

9



Ferncroft Apartments

94-0000-106 | 106-0000-106 | 106-0000-106 | 106-0000-106

SOVEREIGN PARTNERS

Vanasse & Associates, Inc.
Transportation Engineers & Planners

Weston & Sampson

SMOLAK & VAUGHAN
ATTORNEYS AT LAW

LDS
CONSTRUCTION

tat





Next Steps

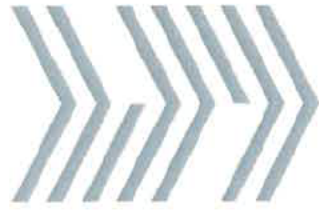
12

- Meeting with Town Today
- Once PEL is submitted:
 - MassHousing will issue a letter to the Town requesting comments and schedule a site visit
 - The Town will be provided with a 30 day comment period to respond
 - MassHousing will conduct a site walk with Town Officials and Boards during the comment period
 - MassHousing will order an "as is" appraisal at the developer's expense
 - MassHousing will need to make 7 findings in order to issue a PEL
 - MassHousing typically issues a PEL within 60-90 days of filing

Summary of Project Benefits

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- Ferncroft Apartments is located close to major transportation corridors; in area having existing water, sewer and other utilities available
- Identified as a site within, and meeting the density requirements of, the previously proposed MBTA Communities Overlay District
- Proposal for 200 units of rental housing, including 50 affordable units; 100% of the rental units would count toward Middleton's Subsidized Housing Inventory (SHI)
- Could bring Middleton's SHI to over 11%, consistent with Goal #3 of Middleton's most recent 2019-2024 Housing Production Plan; meaning no obligation to entertain new 40B projects possibly beyond the 2030 decennial census



SOVEREIGN
PARTNERS

Thank You

Payment Questions? Please refer to
www.managebenefits.com

Your name, TOWN OF MIDDLETON, and Tax ID have been verified by the IRS.

Tax ID: 046001223 EPC Draft #: 367775393 Payment Week: 19 Payment Date: 05/14/2025 Page 1 of 1

Service Date	Code or Description	Explanation Code	Billed Amount	Discount Amount	Other Plan Payment	Other Adjustment	Patient Obligation	Net Payment Amount	Messages
Provider: TOWN OF MIDDLETON Network: Patient Acct #: PROVIDER SETTLEMENT			Patient Name: Member Number: Claim Number:						
01/01/22-11/10/24	CHP11		13,375.00	0.00	0.00	0.00	0.00	13,375.00	
Total:			13,375.00	0.00	0.00	0.00	0.00	13,375.00	See NOTE-0001

Statement Summary		Billed Amount	Discount Amount	Other Plan Payment	Other Adjustment	Patient Obligation	Net Payment Amount	Customer Service Phone Number
Administered By								
WELLPATH CHAPTER 11 SETTLEMENT		13,375.00	0.00	0.00	0.00	0.00	13,375.00	See Individual Claim
Statement Totals		Billed Amount	Discount Amount	Other Plan Payment	Other Adjustment	Patient Obligation	Net Payment Amount	
		13,375.00	0.00	0.00	0.00	0.00	13,375.00	

Explanations

Administered by	Code	Description
NOTE-0001		FULL & FINAL SETTLEMENT OF PREPETITION BALANCE RE:WELLPATH CHAP 11 BANKRUPTCY

Language Assistance

SPANISH (Español): Para obtener asistencia en Español, llame al (800)526-3919.
TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa (800)526-3919.
CHINESE (中文): 要中文帮助,请拨打上的号码与我们联系 (800)526-3919.
NAVAJO (Dine): Diné'ehgo shika a'ohwot nínííngó, kwííígo hóne' (800)526-3919.



ACTIVITY TRACKING REPORT BY PATIENT

Company IS TOWN OF MIDDLETON; AND Trip Date IS BETWEEN 01/01/2000 AND 11/10/2024; AND Primary Payor IS HEALTH COST SOLUTIONS (Previously Correct Care); AND Status IS Billed OR Complete OR Not Billed OR On Hold OR Open OR Verified

TOWN OF MIDDLETON

Date	Incident #	Patient	Total Charges	Amount Allowed	Amount Paid	Amount Due	Due From
06/03/24			\$3,100.00	\$1,015.00	\$0.00	\$1,015.00	HEALTH COST SOLU
06/17/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
06/25/24			\$3,525.00	\$1,410.00	\$0.00	\$1,410.00	HEALTH COST SOLU
06/26/24			\$2,150.00	\$805.00	\$0.00	\$805.00	HEALTH COST SOLU
06/27/24			\$3,100.00	\$1,015.00	\$0.00	\$1,015.00	HEALTH COST SOLU
07/05/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
07/13/24			\$3,100.00	\$1,015.00	\$0.00	\$1,015.00	HEALTH COST SOLU
07/16/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
07/24/24			\$3,525.00	\$1,410.00	\$0.00	\$1,410.00	HEALTH COST SOLU
08/03/24			\$3,150.00	\$1,035.00	\$0.00	\$1,035.00	HEALTH COST SOLU
08/08/24			\$3,400.00	\$1,285.00	\$0.00	\$1,285.00	HEALTH COST SOLU
08/11/24			\$2,900.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/11/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/12/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/12/24			\$2,900.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/12/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/15/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/17/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/20/24			\$3,400.00	\$1,285.00	\$0.00	\$1,285.00	HEALTH COST SOLU
08/28/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
08/31/24			\$3,450.00	\$1,305.00	\$0.00	\$1,305.00	HEALTH COST SOLU
09/08/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
09/11/24			\$2,050.00	\$765.00	\$0.00	\$765.00	HEALTH COST SOLU
09/19/24			\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
09/20/24			\$2,050.00	\$765.00	\$0.00	\$765.00	HEALTH COST SOLU
09/23/24			\$2,150.00	\$805.00	\$0.00	\$805.00	HEALTH COST SOLU

09/23/24		\$3,150.00	\$1,035.00	\$0.00	\$1,035.00	HEALTH COST SOLU
09/23/24		\$2,900.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
10/03/24		\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
10/08/24		\$3,100.00	\$865.00	\$0.00	\$865.00	HEALTH COST SOLU
10/14/24	2	\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
10/17/24		\$2,900.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
10/22/24		\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
10/24/24		\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
11/01/24	2	\$3,600.00	\$1,365.00	\$0.00	\$1,365.00	HEALTH COST SOLU
11/10/24		\$2,100.00	\$785.00	\$0.00	\$785.00	HEALTH COST SOLU
Totals >		\$93,200.00	\$32,880.00	\$0.00	\$32,880.00	

TOWN OF MIDDLETON
OFFICE OF THE TOWN ADMINISTRATOR

48 South Main Street, Middleton, MA 01949

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Telephone (978) 777-3617
justin.sultzbach@middletonma.gov

TO: Select Board
FROM: Justin Sultzbach, Town Administrator
DATE: August 5, 2025
RE: Names for the Municipal Building Project

Board Members,

As expressed in previous meetings, we are looking for the final name for each of the new buildings and grounds set to open in early 2026. I have consulted with members of the community as well as the Building Committee. Based on feedback I have received it seems there is near unanimous consensus on "Middleton Municipal Campus" to generally reference the site and the "Pavilion" to reference the outside structure nearest Rt 114.

In terms of the buildings themselves, the following three per building emerged with consistency:

Public Safety Center
Public Safety Building
Public Safety Headquarters

Town Hall & Community Center
Administrative & Community Center
Municipal Services Building

Please let us know your preference, and we will stick to those names moving forward.

Thank you,

Justin Sultzbach
Town Administrator



TOWN OF MIDDLETON

OFFICE OF THE TOWN ADMINISTRATOR

48 South Main Street, Middleton, MA 01949

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Telephone (978) 777-3617
justin.sultzbach@middletonma.gov

TO: Select Board
FROM: Justin Sultzbach, Town Administrator
DATE: August 5, 2025
RE: Surplus Property Next Steps

Board Members,

I will be providing a brief member for all meetings moving forward to highlight next steps and status for the surplus properties this Board has discussed over the past year. We will keep this list running to maintain a history of progress for each site. For now, please note the following:

Police Station:

8/5/25 We are finalizing an RFP for the sale of town property, with a draft to come forward at your September 2nd meeting

Fire Station:

8/5/25 We are working with the engineer to get their scope within the 25k not to exceed figure established by the Board.

Memorial Hall:

8/5/25 We have made contact with several septic companies to determine how many residential units the site could support, with a determination expected for your September 2nd meeting.

Locust St:

8/5/25 Holding for Memorial Hall.

Old Town Hall:

8/5/25 We are compiling a list of projected expenses to help better inform decisions about next steps (retaining wall, roof, mechanicals, etc)

Thank you,

Justin Sultzbach
Town Administrator





OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton
Memorial Hall
48 South Main Street
Middleton, MA 01949-2253
978-777-3617
www.middletonma.gov

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Meeting Schedule 2025/2026

(as of August 5th, 2025)

September 2nd – Select Board Meeting

September 16th – Select Board Meeting

October 7th – Select Board Meeting *(STM if needed)*

October 21st – Select Board Meeting *(STM if needed)*

November 4th – Select Board Meeting

November 18th – Select Board Meeting

December 2nd – Select Board Meeting

December 16th – Select Board Meeting

December 30th – Select Board Meeting *(If needed for licenses)*

January 13th – Select Board Meeting

January 27th – Select Board Meeting

February 7th – Budget Saturday

February 10th – Select Board Meeting

February 24th – Select Board Meeting

March 7th – Budget Saturday

March 10th – Select Board Meeting

March 24th – Select Board Meeting

April 7th – Select Board Meeting

April 21st – Select Board Meeting

May 5th – Select Board Meeting

May 12th – Annual Town Meeting

May 19th – Select Board Meeting